



MEETING AGENDA - Empower Generations Board

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

Meeting

	Special meeting
Meeting Date	Thursday, July 29, 2021
Start Time	4:00 PM
End Time	4:45 PM
Location	Due to social distancing, this meeting will be virtual. You may join us on ZOOM at: Zoom Meeting: https://zoom.us/j/5395735793 Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
Purpose	Independent Study Policy - Revision Employee Guidebook - Revision Acton-Agua Dulce Unified School District MOU - Revision Documentation Regarding School Move

Agenda

1. Opening Items

1.1. Call The Meeting To Order

1.2. Roll Call

1.3. Approve Agenda

Due date: 7/29/2021

2. Public Comments

2.1. Public Comments

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

3. Action Items

3.1. Independent Study Policy - Revised

Due date: 7/29/2021

Documents

- Empower Generations Updated Independent Study Policy(5227348.1) (1).pdf
-

3.2. Employee Guidebook - Revised

Request approval of Employee Guidebook revisions based on annual review and updates due to new employment laws implemented.

Due date: 7/29/2021

Documents

- Empower_Guidebook_21_22 Redline (1).pdf
-

3.3. Acton Agua Dulce Unified School District MOU - Revised

Request approval of AADUSD MOU with the revisions in place moving into the next approved 5 years of authorization.

Due date: 7/29/2021

Documents

- Empower Charter School - MOU 21-22.pdf
-

3.4. Temporary Space License Agreement

Request ratification of Temporary Space License Agreement for operation and administration space as school enters new location.

Due date: 7/29/2021

Documents

- Temporary Space License Agreement 10th_St._-_Empower_Generatio.pdf
-

3.5. AVPH Conference Center Use Contract

Request approval of AVPH Conference Center Use Contract for temporary space for learner workshops and resource center.

Due date: 7/29/2021

Documents

- AVPH Conference Center Use Contract 7.2021.pdf
-

3.6. Commercial Movers Agreement

Request ratification of Commercial Movers Agreement to move school contents to new location.

Due date: 7/29/2021

Documents

- The Commercial Movers Agreement.pdf
-

3.7. Indemnity Agreement

Request ratification of Construction Drawing Indemnity Agreement as future landlord prepares the space to be shared with multiple tenants in preparation for tenant improvements and lessors.

Due date: 7/29/2021

Documents

- Indemnity Agreement (1).pdf
-

3.8. Architect and Engineering Proposal

Request approval of Architect and Engineering Proposal to draft plans for need space for new school.

Due date: 7/29/2021

Documents

- Architect and Engineer Proposal.pdf
-

3.9. Milidaro Construction Proposal

Request approval of contractor proposal for estimated building costs to complete the tenant improvement scope of work for new school.

Due date: 7/29/2021

Documents

- Milidaro Contruction Proposal7-2021.pdf
-

3.10. LIFE Transit Program

Request approval of the LIFE Program to support learner transportation using the Los Angeles County Metropolitan Transportation Authority.

Due date: 7/29/2021

Documents

- LIFE Agency Participation Agreement 20-24- Empower Generations.pdf
 - LIFE Operating Guidelines Final.pdf
-

4. Board Comments

4.1. Board Comments

5. Closing Items

5.1. Next Meeting Date - September 9

Due to the recent announcement of the Brown Act Meeting Laws going back into place on October 1, we recommend that this meeting be held in person at the iLEAD HQ as all other future meetings moving forward will be required.

5.2. Adjournment

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

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

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



Curriculum and Instruction Independent Study Policy

Purpose and Scope

For Empower Generations to provide a procedure and a framework for eligible students to enroll in the Empower Generations ("school") Independent Study programs.

General

1. Independent Study students must be enrolled in Empower Generations Charter.
2. All Independent Study students must sign a new Independent Study Master Agreement ("MA") every year.
3. Independent Study Teacher of Record – A certificated teacher of Empower Generations schools must supervise, coordinate, and evaluate the work of each student engaged in Independent Study.
4. The Independent Study Teacher of Record may grant no more than one day of apportionment credit (ADA) for each day that the school is in session, and only to the extent of the time value of pupil or student work products as personally judged by Teacher of Record per learning period.
5. In a charter school, for the purposes of, the ratio of average daily attendance for independent study pupils to full time equivalent FTE certificated employees responsible for independent study shall not exceed a pupil-teacher ratio of 25:1 or the ratio of pupils to full-time equivalent certificated for all other educational programs operated by the largest unified school district, as measured by average daily attendance, as reported at the second principal apportionment in the prior year, in the county or counties in which the charter school operates.
6. No individual with exceptional needs as defined in Education Code Section 56026 may participate in independent study unless his or her individualized education program (IEP) specifically provides for that participation.
7. The school shall provide appropriate existing services and resources to enable students to complete their independent study successfully
8. The ~~School Director~~ shall report to the board the number of students in independent study by typical categories of study and duration; the ADA generated; a description of the students' performance on those indicators of quality which the board may specify; and the number and proportion of students, by typical categories, who graduate or successfully complete their studies.
9. The school will provide content to students aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high school students, this includes access to all courses offered by the school for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria.

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Master Agreements

The School Director or designee shall ensure that the school executes a written independent study agreement with each participating student as prescribed by law. Individual independent study agreements and any subordinate contracts and assignments must be consistent with the school's adopted course of study.

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A written independent study agreement shall be executed for each participating student. Each agreement shall be signed and in effect prior to the start of reporting attendance (ADA) pursuant to that agreement. Notwithstanding the foregoing, for the 2021-22 school year only, each agreement shall be signed no later than 30 days after the first day of instruction. The independent study agreement for a student must require and cover a study plan that represents no less than the equivalent of a minimum school day for the student's grade level for every school day covered by the agreement. Written agreements may include subsidiary agreements, such as course contracts.

Written Learning Agreements shall include

1. A schedule of manner, frequency, date, time, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent or guardian regarding a pupil's academic progress.
2. The objectives and methods of study for the student's work, and the methods utilized used to evaluate that work.
3. The specific resources, including materials and staff, which will be made available to the student. These resources shall include confirming or providing access to all students to the connectivity and devices adequate to participate in the educational program and complete assigned work.
4. A statement of the school's policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the student should be allowed to continue in independent study.
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the student's IEP or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which no student may be required to participate. In the case of a student who is referred or assigned to any school, class, or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction.

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Deleted: <#>The duration of the enrolled course or courses, the duration of the learning agreement, and the number of course credits for each enrolled course consistent with the certifications adopted by the governing board or body of the school district, charter school, or county office of education pursuant to Section 51749.5. The duration of a learning agreement shall not exceed a school year or span multiple school years.¶

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Deleted: the pupil is not required to enroll in courses authorized pursuant to Section 51749.5

Deleted: <#>A summary of the policies and procedures adopted by the governing board or body of the school district, charter school, or county office of education pursuant to Section 51749.5, as applicable.¶

The learning agreement shall be signed by the pupil and, if the pupil is less than 18 years of age, the pupil's parent or legal guardian, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have

direct responsibility for providing assistance to the student. The signed learning agreement constitutes permission from a pupil's parent or legal guardian, if the pupil is less than 18 years of age, for the pupil to receive instruction through independent study. A physical or electronic copy of the signed learning agreement shall be retained by the charter school for at least three years and as appropriate for auditing purposes.

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For purposes of this section, an electronic copy includes a computer or electronic stored image of an original document, including, but not limited to, portable document format, JPEG, or other digital image file type, that may be sent via fax machine, email, or other electronic means.

Before signing a written agreement, and upon the request of the parent or guardian of a student, the school shall conduct a phone, videoconference, or in-person student-parent-educator conference or other school meeting during which the student, parent or guardian, and, if requested by the student or parent, an education advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study, before making the decision about enrollment or disenrollment in the various options for learning.

Participation may be limited.

1. No individual with disabilities, as defined in Education Code 56026, may participate in independent study unless his/her individualized education program specifically provides for such participation. (Education Code 51745).
2. Students enrolling in independent study must be residents of the local county or an adjacent county. (Education Code 51747.3)

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Maximum Length of Time to show evidence of work completion

For pupils in all grade levels offered by Empower Generations charter, the maximum length of time that may elapse to show evidence of work completion shall be twenty (20) school days.

Guidelines for Missing Evidence of Work Completion

If any student fails to complete at least 75% of work assigned for one learning period, or is not making satisfactory educational progress as defined below; and/or accumulates 20 absences due to insufficient work completion and/or engagement as evaluated by the facilitator, the school may conduct an evaluation to support the needs of the student, which may result in a determination that this independent study program is not an appropriate fit for the student.

Deleted: is missing evidence of work completion due to inadequate progress in any learning period of 20 school days, the school may conduct an evaluation to support the needs of the student, which may result in a determination that this independent study program is not an appropriate fit for the student. Inadequate Progress, established by Board policy, occurs when the student fails to attend one learning period meeting,

Deleted: This is referred to as "Inadequate Progress." Students making Inadequate Progress are considered to be truant....

A student is deemed to be making "satisfactory educational progress" if the student is progressing toward meeting the goals and/or metrics pursuant to their Personalized Learning Plan and/or their IEP. The School Director or designee is responsible for making this determination based on all of the following indicators:

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on student-level measures of student achievement and student engagement set forth in Education Code Section 52060(d)(4)-(5).
2. The completion of assignments, assessments, or other indicators that show the student is working on assignments.
3. Learning required concepts, as determined by the supervising teacher.
4. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

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A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This record shall be maintained for a period of three (3) years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.

Any student wishing to transition to in-person instruction should make a written request to the School Director or designee or to their assigned teacher of record. Upon receipt of the written request, the school will assist the student with enrolling in the in-person program offered by their district of residence and will transfer the student's educational records within five school days.

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Tiered Reengagement

If a student does not generate attendance for more than three school days or 60% of the instructional days in a school week, or for student who are in violation of their written agreement, the school will:

1. Verify current contact information for each enrolled student;
2. Notify parents or guardians of lack of participation within one school day of the student's absence or lack of participation (e.g., via email, message, text, telephone, letter, etc.);
3. Reach out to the student directly and/or parents or guardians, as well as health and social services as necessary, to determine the student's needs for reengagement; and
4. If the student has failed to complete at least 75% of work during one learning period or is failing to make satisfactory educational progress as defined herein, the school will schedule a student-parent-educator conference (a meeting involving all individuals who signed the student's written agreement) to review the student's agreement and reconsider the independent study program's impact on the student's achievement and well-being.
5. A plan to evaluate the pupil's achievement and necessary support through the school's Multi-Tiered Systems of Support process.

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Commented [WM2]: These reengagement strategies are required by law. (See Ed. Code, § 51747(d).)

Live Interaction and Synchronous Instruction

Based on each student's grade level, their assigned teacher of record will schedule and offer opportunities for synchronous instruction and daily live interaction at least as frequently as set forth below.

Commented [WM3]: This is a new recordkeeping requirement for independent study similar to distance learning requirements.

"Live interaction" means interaction between the student and school staff, and may include peers, to maintain school connectedness. Examples of live interaction include check-ins, progress monitoring, provision of services, and instruction, and live interaction can be in-person or in the form of internet or telephonic communication.

"Synchronous instruction" means classroom-style instruction, designated small-group instruction, or one-on-one instruction delivered in person or in the form of internet or telephonic communication by the student's assigned teacher of record, and involving live two-way communication.

1. For students in grades TK-3, inclusive, their assigned teacher of record will schedule and offer opportunities for daily synchronous instruction.
2. For students in grades 7-8, their assigned teacher of record will schedule and offer opportunities for weekly synchronous instruction and daily live interaction.
3. For students in grades 9-12, their assigned teacher of record will schedule and offer opportunities for weekly synchronous instruction.

The school will document each student's participation in live interaction and synchronous instruction on each school day, as applicable, in whole or in part. A student who does not participate in independent study on a school day will be documented as non-participatory for that school day.

Commented [WM4]: Note the requirement above under "reengagement strategies" that the school must notify the parent/guardian if a student is non-participatory within one school day.

Resources Available to Independent Home Study Students

This student is entitled to school services including, but not limited to, school personnel, a credentialed teacher, textbooks, computers and software, supplementary materials, educational activities, and community services.

Deleted: Methods of evaluating evidence of work completion¶
State mandated assessments (mandatory), portfolio, parent and Independent Study Facilitator's observations, assigned work, work samples, student conferences, and any other testing as required by school, including, but not limited to, pre and post assessments.

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Deleted: Empower Generations shall establish regulations to implement this policy in accordance with law.



Empower Generations

Employee Guidebook **2020/2021**

Pending Board Approval

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	1
HIRING POLICIES AND PROCEDURES	2
AT WILL EMPLOYMENT	2
OPEN DOOR POLICY	2
WORKPLACE VIOLENCE.....	2
IMMIGRATION COMPLIANCE	3
DISCRIMINATION, UNLAWFUL HARASSMENT, RETALIATION, AND COMPLIANT PROCEDURES	4
EQUAL EMPLOYMENT OPPORTUNITY (DISCRIMINATION).....	4
UNLAWFUL HARASSMENT	5
RETALIATION	6
COMPLAINT PROCEDURE—DISCRIMINATION, UNLAWFUL HARASSMENT, RETALIATION	7
TRAINING REQUIREMENTS	9
ANTI-BULLYING POLICY.....	9
DISABILITY ACCOMMODATION.....	9
RELIGIOUS ACCOMMODATION	10
WHISTLEBLOWER POLICY.....	10
EMPLOYEE CLASSIFICATION	11
FAMILIAL AND RELATED CONFLICT OF INTEREST.....	11
FINANCIAL CONFLICT OF INTEREST.....	12
CERTIFICATION AND LICENSURE OF INSTRUCTIONAL STAFF	13
TUBERCULOSIS TESTING	13
CRIMINAL BACKGROUND CHECKS.....	14
EMPLOYEE-STUDENT RELATIONS POLICY.....	14
BOUNDARIES DEFINED	14
UNACCEPTABLE AND ACCEPTABLE BEHAVIOR	14
REPORTING VIOLATIONS	18
INVESTIGATING	18
VIOLATIONS	18

CHILD NEGLECT AND ABUSE REPORTING	18
DRUG AND ALCOHOL FREE WORKPLACE	19
PRESCRIPTION DRUGS	20
DRUG TESTING.....	21
COUNSELING AND REHABILITATION.....	21
HEALTH, SAFETY AND SECURITY POLICIES.....	21
EMPLOYEES WHO ARE REQUIRED TO DRIVE.....	22
SMOKING	23
HOUSEKEEPING	23
EMPOWER PROPERTY & INSPECTIONS	23
SOLICITING/CONDUCTING PERSONAL BUSINESS WHILE ON DUTY.....	24
USE OF EMPOWER COMMUNICATION EQUIPMENT AND TECHNOLOGY	24
PROHIBITED USE	25
CONFIDENTIALITY AND PRIVILEGES.....	26
ACCESS AND DISCLOSURE	26
DISCIPLINE FOR VIOLATIONS OF POLICY.....	27
POLICY MAY BE AMENDED AT ANY TIME	27
EMPLOYEE BLOGS AND SOCIAL NETWORKING	27
SCOPE.....	27
STANDARDS OF CONDUCT.....	28
CREATING AND USING EMPOWER SOCIAL MEDIA	29
ACCESS	30
DISCIPLINE	30
RETALIATION IS PROHIBITED	30
QUESTIONS.....	30
PARTICIPATION IN RECREATIONAL OR SOCIAL ACTIVITIES	31
PERSONNEL FILES AND RECORD KEEPING PROTOCOLS.....	31
HOURS OF WORK, OVERTIME AND ATTENDANCE	32
WORK HOURS AND SCHEDULES	32
OVERTIME	32
MEAL AND REST PERIODS.....	32
LACTATION ACCOMMODATION POLICY	35
PAY DAYS.....	36
ATTENDANCE POLICY.....	36
TIME RECORDS.....	36

STANDARDS OF CONDUCT	37
PERSONAL APPEARANCE	37
PROHIBITED CONDUCT.....	37
CONFIDENTIAL INFORMATION.....	39
OUTSIDE EMPLOYMENT	39
EXPENSE REIMBURSEMENTS.....	40
EMPLOYEE BENEFITS AND LEAVES OF ABSENCE.....	40
PAID SICK LEAVE	40
ELIGIBLE EMPLOYEES	40
PERMITTED USE	40
ACCUAL RATE, MAXIMUM, AND CARRYOVER	41
LIMITS ON USE.....	42
NOTIFICATION	42
TERMINATION	42
NO DISCRIMINATION OR RETALIATION.....	42
INSURANCE BENEFITS.....	43
INSURANCE	43
DISABILITY INSURANCE (WAGE SUPPLEMENT)	43
FAMILY LEAVE INSURANCE (WAGE SUPPLEMENT)	43
WORKERS' COMPENSATION INSURANCE	44
LEAVES OF ABSENCE	44
FAMILY AND MEDICAL LEAVE (FMLA) / CALIFORNIA FAMILY RIGHTS ACT (CFRA).....	45
PROCEDURES FOR REQUESTING AND SCHEDULING FMLA LEAVE	46
PREGNANCY DISABILITY LEAVE.....	47
UNPAID LEAVE OF ABSENCE (MEDICAL)	48
UNPAID LEAVE OF ABSENCE	48
FUNERAL/BEREAVEMENT LEAVE	49
MILITARY LEAVE OF ABSENCE	49
FAMILY MILITARY LEAVE	49
DRUG AND ALCOHOL REHABILITATION LEAVE	50
TIME OFF TO ATTEND CHILD'S SCHOOL DISCIPLINE	50
TIME OFF TO ATTEND CHILD'S SCHOOL ACTIVITIES	50
TIME OFF FOR JURY AND WITNESS DUTY.....	50
RIGHTS FOR VICTIMS OF CRIME OR ABUSE	51
TIME OFF FOR VICTIMS OF CRIME.....	52
TIME OFF FOR VOLUNTEER FIREFIGHTERS, RESERVE PEACE OFFICERS OR EMERGENCY RESCUE PERSONNEL.....	52
CIVIL AIR PATROL LEAVE	52
TIME OFF TO VOTE	53
WORKERS' COMPENSATION LEAVE	53
LEAVE FOR BONE MARROW AND ORGAN DONORS	54
ADULT LITERACY LEAVE.....	54
EMPLOYMENT EVALUATION AND SEPARATION.....	54

EMPLOYEE REVIEWS AND EVALUATIONS.....	54
DISCIPLINE AND INVOLUNTARY TERMINATION	55
VOLUNTARY TERMINATION	55
RETURN OF PROPERTY	55
REFERENCES	55

ACKNOWLEDGEMENT OF GUIDEBOOK AND AT WILL EMPLOYMENT	56
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INTRODUCTION

Welcome to Empower Generations!

We recognize that our greatest asset is our team of employees. We value the many talents and abilities of our employees and strive for an environment of teamwork, open communication, mutual support, and professionalism.

We designed this Employee Guidebook to provide you with general information about our policies, procedures and guidelines. We always strive to improve, and we encourage your ideas or suggestions. Please take some time to review this Guidebook and if you have any questions, please contact your School Director or Employee Services.

The information contained in this Guidebook applies to all employees at Empower Generations (“Empower”). It is important that all employees read, understand and follow the provisions in this Guidebook. It is not intended to create any expectations of continued employment or as a contract between Empower and any of its employees.

This Guidebook supersedes any previously issued Guidebooks, policies, benefit statements and/or memoranda, whether written or verbal. Empower reserves the right to alter, modify, amend, delete and/or supplement any employment policy or practice with or without notice to you.

Once you have reviewed this Guidebook, please sign the two employee acknowledgement forms at the end of this Guidebook, keep one for your files and provide the other to the Administration. This signed acknowledgement demonstrates to Empower that you have read, understand and agree to comply with the policies outlined in the Guidebook.

HIRING POLICIES AND PROCEDURES

AT WILL EMPLOYMENT

We hope to have a long and mutually beneficial relationship with you. Your employment with Empower is voluntary and is subject to termination by you or Empower at will, with or without cause, and with or without notice, at any time. Similarly, your status (for example, position, duties, salary, promotions, demotions, etc.) may be changed at-will, with or without cause and with or without notice at any time. Nothing in this Handbook or in any document or statement shall limit the right to terminate employment at-will or limit Empower's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. This Guidebook does not reflect a contract of employment, either express or implied, between you and Empower.

No Empower representative is authorized to modify this policy for any employee, unless in writing and approved in writing by the Governing Board of Directors.

OPEN DOOR POLICY

At some time or another, you may have a suggestion, complaint, or question about Empower, your job, your working conditions, or the treatment you are receiving. We welcome your concerns, suggestions, complaints, and questions, and encourage you to bring them to our attention. For issues other than prohibited harassment, discrimination, or retaliation, we ask that you take your concerns first to your supervisor, who attempt to provide a solution or explanation. If the problem is still not resolved, you may present it to Employee Services or the School Director, preferably in writing, who will address your concerns.

~~Likewise, Employees with concerns about illegal practices or violations of Empower's policies are encouraged to report them to their supervisors or Employee Services. Employees may report these concerns to their supervisors or Employee Services, or else to members of the Board of Directors. Employees who come forward with credible information on illegal practices or policy violations will be protected from retaliation.~~

WORKPLACE VIOLENCE

Empower is committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, Empower has established a strict policy that prohibits any employee from threatening or committing any act of violence in the workplace, while on duty, while on Empower-related business, or while operating any vehicle or equipment owned or leased by Empower. This policy applies to all employees.

In order to achieve our goal of providing a workplace that is secure and free from violence, Empower must enlist the support of all employees. Compliance with this policy and Empower's commitment to a zero-tolerance policy with respect to workplace violence is every employee's responsibility.

Compliance with this anti-violence policy is a condition of employment. Due to the importance of this policy, employees who violate any of its terms, who engage in or contribute to violent behavior, or who threaten others with violence may be subject to disciplinary action, up to and including immediate termination.

Employees are required to report any incident involving a threat of violence or act of violence immediately to their supervisor or Employee Services. If these individuals are not available, report the incident to any other supervisor and report the incident to the Employee Services as soon as possible. All reports will be investigated by Empower and appropriate corrective action will be taken.

If an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be sought immediately. In such situations, the employee should contact ~~the~~ law enforcement authorities by dialing 911. Immediately after contacting ~~the~~ law enforcement authorities, the employee must report the incident to Employee Services.

Employees should immediately inform their supervisor or Employee Services about any workplace security hazards. If these individuals are not available, the employee should immediately inform any other supervisor so that appropriate action can be taken.

In certain circumstances, Empower may seek a workplace violence restraining order on behalf of one or more employees in furtherance of its commitment to providing a workplace that is free from acts of violence or threats of violence.

There will be no retaliation against any employee who brings a complaint in good faith under the Workplace Anti-Violence Policy or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken against employees who, in bad faith, make false or frivolous accusations.

IMMIGRATION COMPLIANCE

Empower does not discriminate against any individual because of his or her national origin, citizenship or intent to become a U.S. citizen. It is, however, the policy of Empower to only employ those individuals that are authorized to work in the United States. Therefore, Empower requires each prospective employee to provide documents verifying his or her identity and authorization to be legally employed in the United States.

As a condition of employment, each new employee must properly complete, sign and date the first section of the USCIS Form I-9, on or prior to the first day employment commences and present documentation establishing identity and employment eligibility within three business days after he or she begins work. If the employee cannot verify his/her right to work in the United States within three business days of employment, Empower will be required to terminate his/her employment immediately.

DISCRIMINATION, UNLAWFUL HARASSMENT, RETALIATION, AND COMPLIANT PROCEDURES

Empower adopted the following policies pursuant to the California Fair Employment and Housing Act and related state and federal laws regarding discrimination, unlawful harassment, and retaliation.

Empower is committed to providing a professional work environment free from discrimination, unlawful harassment, and retaliation. Accordingly, Empower has adopted the following policies, which are designed to prevent unlawful conduct in the workplace, encourage professional and respectful behavior in the workplace, promote the reporting of potential violations, and foster taking corrective action where appropriate, even if the violation does not rise to the level of unlawful conduct.

All employees are expected to assume responsibility for maintaining a professional work environment in accordance with the following policies. As such, all employees who experience potential violations of the following policies are strongly encouraged to promptly report so that Empower may have an opportunity to address and resolve any concerns. All other employees (particularly supervisors) are required to immediately report any potential violations of the following policies. Empower is committed to responding to alleged violations of this policy in a timely and fair manner and to taking appropriate action aimed at ending the prohibited conduct.

EQUAL EMPLOYMENT OPPORTUNITY (DISCRIMINATION)

Covered Individuals: This policy protects all employees of Empower as well as interns, volunteers, and potential employees (applicants). All employees of Empower are required to abide by this policy, regardless of position or status, including supervisors, management, and co-workers.

Discrimination: As used in this policy, “discrimination” means taking any adverse employment action against an employee or applicant in any aspect of employment, solely or in part based on the individual’s protected category. Discrimination may include, but is not necessarily limited to, factoring an individual’s protected category in hiring, promotion, compensation, or other terms and conditions of employment unless otherwise permitted by law.

Adverse Employment Action: As used in this policy, “adverse employment action” may include, but is not necessarily limited to, the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusal to promote or consider for promotion; denial of employment opportunities; change of an employee’s work assignments; failure to provide a workplace accommodation when required (i.e., disability, pregnancy, religion, transgender); failure to provide a leave of absence when required (i.e., medical, pregnancy, workers’ compensation, military, domestic violence); or any other unequal treatment based on the individual’s protected category resulting in an adverse employment action.

Protected Categories: Empower’s policy prohibits discrimination based on race (which includes historically associated traits, such as hair styles and protective hair styles, e.g., braids, locks, and twists), religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry,

physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

Scope of Policy: Empower is an equal employment opportunity employer and is committed to complying with all applicable laws providing equal employment opportunities. As such, Empower makes employment decisions, including, but not limited to, hiring, recruiting, firing, promotion, demotion, training, compensation, qualifications/job requirements, on the basis of merit and/or business necessity. Employment decisions are based on an individual's qualifications as they relate to the job under consideration pursuant to legitimate business purposes.

If you believe you have been subjected to, witnessed, or have knowledge about discrimination, please follow the complaint procedure outlined below

UNLAWFUL HARASSMENT

Covered Individuals: This policy protects all employees of Empower as well as interns, volunteers, and potential employees (applicants). All employees of Empower are required to abide by this policy, regardless of position or status, including supervisors, management, and co-workers. In addition, this policy prohibits unlawful harassment by any third parties. Empower will take all reasonable steps to prevent or eliminate unlawful harassment by non-employees, including customers, ~~clients~~ parents, vendors, contractors, and suppliers, who have workplace contact with our employees.

Protected Categories: Empower's policy prohibits harassment based on race (which includes historically associated traits, such as hair styles and protective hair styles, e.g., braids, locks, and twists), religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

Unlawful Harassment: Prohibited unlawful harassment may include, but is not necessarily limited to, the following behavior pertaining to *any of the above protected categories*:

- *Verbal conduct* such as ~~flirting, epithets, derogatory jokes or comments, voicemails, slurs or unwanted sexual advances~~ including flirting, sexually suggestive innuendos, conversations regarding sexual activities, and sexual invitations, or comments ~~(including, racial slurs or epithets, but not limited to sexist or misogynistic comments, ethnic insults or jokes, religious aspersions or mockery, disability insults or ridicule, homophobic epithets or slurs, transphobic comments or derision, derogatory comments regarding gender, gender identity or gender expression, disparaging remarks regarding military or veteran status,~~ threats of deportation against applicants and employees and family members of applicants and employees, derogatory comments about immigration status or ~~disability, or mockery of an accent or a of language or its speakers),~~ negative remarks regarding marital status, or any other belittling, negative or derogatory comments regarding any protected characteristic (“hostile work environment” harassment).
- Disrespectful or unprofessional conduct based on any of the protected categories listed above (“hostile work environment” harassment).
- Comments or conduct that consistently target one gender, even if the content is not sexual (“hostile work environment” harassment).
- *Visual conduct* such as derogatory and/or sexually oriented posters, photography, cartoons, objects, drawings, gestures, text messages, social media, instant messages, e-mails, letters, pictures, or gifts (“hostile work environment” harassment).
- *Physical conduct* such as assault, unwanted touching, blocking normal movement, or interfering with work because of any protected basis (“hostile work environment” harassment).
- Threats and demands to submit to sexual requests as a condition of continued employment or to avoid some other loss and offers of employment benefits in return for sexual favors (“quid pro quo” harassment).
- Sexually harassing conduct does need not to be motivated by sexual desire and may include situations that began as reciprocal relationships but later ceased to be reciprocal.

Scope of Policy: Empower is committed to providing a work environment free of unlawful harassment. This policy applies to all phases of employment, including, but not limited to, recruiting, testing, hiring, upgrading, promotion, demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training. In addition, this policy extends to conduct with a connection to an employee’s work, even when the conduct takes place away from Empower’s premises, such as a business trip, business-related social function, or social media activity (depending on the circumstances).

If you believe you have been subjected to, witnessed, or have knowledge about unlawful harassment, please follow the complaint procedure outlined below

RETALIATION

Covered Individuals: This policy protects all employees of Empower as well as interns, volunteers, and potential employees (applicants). All employees of Empower are required to abide by this policy, regardless of position or status, including supervisors, management, and co-workers.

Retaliation: As used in this policy, “retaliation” means taking any adverse employment action against an employee because he or she engaged in protected activity pursuant to this policy. Protected activity may include, but is not necessarily limited to, the following: opposing a practice or conduct the employee reasonably believes to be unlawful; reporting or assisting in reporting suspected violations of this policy; cooperating or participating in investigations or proceedings arising out of a violation of this policy; or engaging in any other activity protected by applicable law.

Adverse Employment Action: As used in this policy, “adverse employment action” means conduct or an action that materially affects the terms and conditions of the employee’s employment status or is reasonably likely to deter the employee from engaging in further protected activity. Adverse employment actions may include, but are not limited to, the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; harassing another employee for filing a complaint; denying employment opportunities because of making a complaint or for cooperating in an investigation; changing an employee’s work assignments for identifying harassment or other forms of discrimination in the workplace; treating an employee differently such as denying an accommodation; not talking to an employee (the “cold shoulder”) when otherwise required by job duties; or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

Any retaliatory adverse action because of protected activity may be unlawful and will not be tolerated. If you believe you have been subjected to, witnessed, or have knowledge about retaliation, please follow the complaint procedure outlined below.

COMPLAINT PROCEDURE—DISCRIMINATION, UNLAWFUL HARASSMENT, RETALIATION

Duty to Report: At Empower, we encourage all employees to be vigilant and aware of how we are treating other. Each Supervisor has the responsibility to maintain a work place and educational environment free from any form of sexual or other unlawful harassment. All employees who believe they have been subjected to discrimination, unlawful harassment, and/or retaliation are strongly encouraged to promptly report the alleged violation(s) in accordance with the procedures set forth below. All employees (particularly supervisors) who believe they have witnessed or have knowledge of discrimination, unlawful harassment, and/or retaliation are required to immediately report the alleged violation(s) in accordance with the procedures set forth below. Immediate reporting allows Empower to quickly and fairly resolve any complaints in the workplace.

In addition to reporting, any employee who experiences or witnesses conduct that the individual believes is unlawful is encouraged to tell the offending individual that the behavior is inappropriate and must be stopped, if the employee is comfortable doing so.

Where to Report Complaint to Empower: Submit a complaint to Administration or Employee Services. If these individuals are not available, or in the event you believe that one of these individuals has engaged in inappropriate behavior in violation of these policies, submit a complaint to any other supervisor as soon as possible. There is no requirement to report your complaint to any designated supervisor within Empower. Select the individual with whom you feel the most comfortable discussing your complaint. Do not report your complaint to any individual who has allegedly engaged in the inappropriate behavior that is the subject of your complaint. If you have a complaint that involves the School Director, submit the complaint directly to the Board of Directors.

Should a supervisor become aware of any conduct that may constitute unlawful harassment, discrimination, retaliation, or other prohibited behavior, the supervisor must report the conduct to the Administration or Employee Services immediately so that action may be taken to address and remediate such conduct. Supervisors who fail to report alleged violations may be subject to disciplinary action, up to and including termination.

Contents of Complaint: A Harassment Complaint Form may be obtained from the Employee Services. However, reports may be provided verbally. Your report should be specific and should include the names of the individuals involved, the names of any witnesses, and any supporting documentation. Employees may choose to submit their complaints anonymously.

Response to Complaint (Investigation): Upon notice of conduct requiring an investigation, Empower will look into the facts and circumstances of the alleged violation, as appropriate. Empower will attempt to resolve the situation by promptly undertaking an effective, thorough, and objective investigation through the use of “qualified personnel” and using methods that provide all parties with “appropriate due process.” Empower’s investigation methods will vary depending on the nature of the complaint, the allegations, the witnesses, and other factors. All complaints will be handled as confidentially as possible and information will be disclosed only as it is necessary to complete the investigation and resolve the matter.

Empower may investigate conduct in the absence of a formal complaint if Empower has reason to believe that an individual has engaged in conduct that violates ~~Company~~ Empower policies or applicable law. Further, Empower may continue its investigation even if the original complainant withdraws his or her complaint during the course of the investigation.

All employees are required to fully cooperate with Empower’s investigation, which includes, but is not limited to, providing all pertinent information in a truthful manner, submitting pertinent documents in their possession, not interfering with the investigation in any manner, and maintaining an appropriate level of discretion regarding the investigation. Failure to do so may result in disciplinary action, up to and including termination.

During the investigation, Empower will provide regular progress updates, as appropriate, to those directly involved. Empower will strive to complete its investigation as efficiently as possible in light of the allegations and will reach any conclusions based on the evidence collected and credibility of the witnesses. At the completion of its investigation, Empower will inform the complainant(s) and the accused of its findings and decisions to the extent permitted by applicable law.

Corrective Action: If Empower determines that violations have occurred, Empower will take appropriate corrective action in accordance with the circumstances involved, including appropriate action to deter future conduct. Examples of potential corrective action include, but are not limited to, written or verbal disciplinary action, suspension, reassignment, demotion, or termination, among others. In addition, the offending individual may be legally liable for his or her conduct, depending on the circumstances. Due to privacy protections, Empower is not able to fully disclose its entire decision regarding corrective action to the complainant.

No Retaliation: There will be no retaliation against any employee who brings a complaint in good faith or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there

has been a violation, or if the charges cannot be proven. Please refer to Empower's Retaliation Policy above for further information.

How to Report Complaint to Government Agencies: Employees who believe that they have experienced unlawful conduct under these policies may also file a complaint with the local office of the California Department of Fair Employment and Housing ("DFEH") or the Equal Employment Opportunity Commission ("EEOC"). The DFEH and the California Fair Employment and Housing Council ("FEHC") as well as the EEOC can also order an employer to hire, reinstate, or promote a victim of discrimination, unlawful harassment, and/or retaliation or make other changes in Empower's ~~company~~ policies. The address and phone number of the local DFEH and EEOC offices can be found online or dialing 800-FREE-411.

TRAINING REQUIREMENTS

Empower requires all employees to abide by California's training requirements, which includes training within six months of hire and retraining every two years thereafter. Employees who fail to complete this required training will be subject to disciplinary action, up to and including termination.

ANTI-BULLYING POLICY

In addition to Empower's commitment to providing an environment free from unlawful harassment, discrimination, and retaliation, Empower prohibits workplace bullying.

Any employee who believes that he or she has been bullied, is being coerced to participate in bullying or who has information about bullying conduct by a coworker, supervisor, agent, parent, vendor or other third party not employed by Empower should provide a written or verbal report to Employee Services, his or her supervisor, or any other member of Administration.

If the employee's supervisor is the individual about whom the employee has a complaint, or concern, the employee should make a report to Employee Services.

Empower will look into any complaints of workplace bullying. Empower will endeavor to protect the privacy and confidentiality of all parties involved to the extent possible. If a complaint of bullying is substantiated, appropriate disciplinary action, up to and including discharge, may be taken.

Empower will not tolerate retaliation against any employee who makes a good faith complaint regarding workplace bullying.

DISABILITY ACCOMMODATION

To assist our fellow coworkers who are disabled or become disabled and to comply with applicable laws ensuring equal employment opportunities to individuals with disabilities, Empower will make reasonable accommodations

for the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, unless undue hardship would result to Empower.

Any applicant or employee who requires an accommodation should contact Employee Services and request such an accommodation. The individual with the disability should specify in writing what accommodation he or she needs to perform the job. Empower will analyze the situation, engage in an interactive process with the individual, and respond to the individual's request.

If the accommodation is reasonable and will not impose an undue hardship on Empower and/or a direct threat to the health and/or safety of the individual or others, Empower ~~will~~may make the accommodation. Empower may also propose an alternative accommodation. The individual is required to fully cooperate with Empower in seeking and evaluating alternatives and accommodations. Supervisors that become aware of information that an employee may need a reasonable accommodation to perform the essential functions of his or her job must report it to Employee Services. Empower will engage in the interactive process in compliance with applicable law. Empower may require medical verification of both the disability and the need for an accommodation.

Empower will also consider requests for reasonable accommodations for medical conditions related to pregnancy and childbirth where supported by medical documentation and will make lactation accommodations in accordance with the policy in this handbook.

If you believe you have been subjected to discrimination, please follow the complaint procedure outlined below.

RELIGIOUS ACCOMMODATION

We value the diverse backgrounds of our employees and will attempt to make reasonable accommodations for employee observance of religious holidays and sincerely held religious beliefs, including time off for religious holidays and accommodations related to dress and grooming practices, unless doing so would cause an undue hardship on ~~school operations~~ Empower. If you desire a religious accommodation, please make the request in writing to your supervisor or Employee Services as far in advance as possible. If you believe you have been subjected to discrimination, please follow the complaint procedure outlined below.

WHISTLEBLOWER POLICY

In accordance with applicable law, Empower prohibits retaliation against any employee because of the employee's refusal to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation, or for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation. Empower also prohibits any retaliation against an applicant or employee, and does not discriminate against any applicant or employee, based on that applicant or employee's "whistle-blowing" activity against a former employer.

Any Employee who reasonably believes that he or she is a victim of retaliation may also call a State of California “whistle-blower hotline” to report the retaliation: (800) 952-5665.

EMPLOYEE CLASSIFICATION

Empower’s employees are classified in the following categories: Exempt, Non-Exempt, Full-Time, Part-Time, or On Call. Because all employees are hired for an unspecified duration, these classifications do not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and Empower. Accordingly, either the employee or Empower can terminate the employment relationship at-will, at any time, with or without cause or advance notice.

Exempt: Exempt employees are those employees with job assignments that meet exemption tests under state and federal law making them exempt from overtime pay requirements. Exempt employees are compensated on a salary basis and are not entitled to overtime pay.

Non-Exempt: Non-exempt employees are those employees with job assignments that do not meet exemption tests under state or federal law. These employees are paid on an hourly basis and are entitled to overtime wages for overtime worked in accordance with the law.

Full-Time: Full time employees are those employees who are regularly scheduled to work at least 30 hours in a week.

Part-Time: Part time employees are those employees who are regularly scheduled to work less than 30 hours in a week.

Temporary/On Call: These are positions that work schedules of no particular hours or duration. Employees who occupy these positions may also be expected to work an on- going but irregular schedule OR to work short-term temporary schedules OR to work on-call. The status of a temporary employee may change only if the employee is notified of the change in status, in writing, by the employee’s supervisor.

Unless otherwise required by law, Part-Time and Temporary/On Call employees are not entitled to benefits provided by Empower. If you have any questions about your classification, please consult with Employee Services.

FAMILIAL AND RELATED CONFLICT OF INTEREST

Empower wants to preserve a working environment that has clear boundaries between personal and professional relationships. All employees must avoid situations involving actual or potential conflicts of interest.

Some situations such as the ones described below can create conflicts of interest requiring Empower to take the employee’s relationship with another employee into account.

An employee should not be in a supervisory role with another employee who is a relative (i.e., sibling, parent, spouse, domestic partner, etc.). Supervisors should avoid situations that result in actual or perceived conflicts of interest with supervised employees and situations of actual or perceived favoritism.

A supervisor should avoid forming special social relationships or dating employees under his or her direct supervision, or with other employees that would create actual or perceived conflicts of interest or situations of actual or perceived favoritism. If such a relationship arises, both employees should notify Empower so that appropriate measures can be taken to prevent conflicts of interest or favoritism.

If a staff member forms a special social relationship or begins dating a parent of an Empower student, the staff member should ensure that he or she does not treat the student differently from other students in any manner and under any circumstances. If a conflict arises, the staff member must notify Empower so that appropriate measures may be taken to address the situation.

An employee involved in any relationships or situations that he or she believes may constitute a conflict of interest, should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or any other appropriate supervisor, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, Empower may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts related to a potential or actual conflict of interest may constitute grounds for disciplinary action.

FINANCIAL CONFLICT OF INTEREST

While employed by Empower, employees owe a duty of loyalty to Empower and are required to avoid any situation that presents an actual or potential conflict of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of Empower's business dealings.

Improper personal gain may result not only where an employee or relative has a significant ownership interest in a company with which Empower does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving Empower. The receipt of occasional flowers, candy or gifts worth less than \$250.00 from students, parents, or vendors fall outside the intent of this policy and acceptance of such items is permissible. However, employees must obtain written approval from Employee Services before accepting any item worth in excess of \$250.00 from students, parents, or vendors.

Failure to comply with the Conflicts of Interest Policy may result in disciplinary action, up to and including termination.

CERTIFICATION AND LICENSURE OF INSTRUCTIONAL STAFF

Each of Empower's core academic teachers is required to hold a Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment in accordance with applicable state and federal law. If an instructional staff employee believes that he or she is assigned to teach in a subject in whom he or she does not have subject matter competence, the employee should immediately report the same to the Administration. A staff member who is required to meet State and federal certification, expertise, and related requirements must maintain such qualifications as a condition of employment at Empower. Expenses incurred for updating and/or maintaining the required credentialing certificates, licenses or related permits are borne by the employee.

TUBERCULOSIS TESTING

To protect the health of our students and team, employees must provide either proof of an examination within the past 60 days and that he or she is free of active tuberculosis, or complete and submit Empower's Adult Tuberculosis (TB) Risk Assessment Questionnaire and TB Physician's Certification in accordance with applicable laws.

Employees transferring from other public or private schools within the State of California must either provide proof of an examination within the previous 60 days or a certification showing that he or she was examined within the past four years and was found to be free of communicable tuberculosis. It is also acceptable practice for the employee's previous school employer to verify that it has a certificate on file that contains the showing that the employee was examined within the past four years and was found to be free of communicable tuberculosis.

If TB risk factors are identified, or as an alternative to the assessment, the applicant must submit proof that a qualified professional has determined he or she is free of infectious TB following testing and examination. The examination, if required, shall consist of an approved intradermal tuberculin test, which, if positive, shall be followed by an X-ray of the lungs or provide the Risk Assessment and Physician's Certification ~~at least once every four (4) years, excepting "food handlers" who shall be examined annually. Each employee is required to have the appropriate documentation on file with Empower.~~

The County Health Department may provide skin testing to employees at regular intervals at no cost to the employee. The availability of this testing may be announced by Empower.

Each employee is required to have the appropriate documentation on file with Empower. An employee who has no identified risk factors or who tests negative for TB shall undergo the TB risk assessment and, if risk factors are identified, the examination, at least once every four years or more often if directed by the Board upon recommendation by the local health officer.

The risk assessment, and examination if necessary, is a condition of initial employment, and the expense incident thereto shall be borne by the applicant. Empower shall reimburse current employees for the cost, if any, of the tuberculosis risk assessment and the examination.

CRIMINAL BACKGROUND CHECKS

Empower ~~is committed to creating a safe environment by applying the highest standards of responsible hiring practices. Therefore, as~~ As a condition of employment, Empower requires all applicants for employment to complete fingerprinting and background checks consistent with legal requirements. Empower will not employ any applicant until the Department of Justice completes its check of the state criminal history file as provided by law. Empower shall also request subsequent arrest notification from the Department of Justice and take all necessary action based upon such further notification to the extent permitted by law.

Employee Services and/or the Administration shall, on a case-by-case basis, determine whether a volunteer will have more than limited contact with pupils or consider other factors requiring a criminal background check for such a volunteer.

EMPLOYEE-STUDENT RELATIONS POLICY

BOUNDARIES DEFINED

For the purposes of this policy, the term “Boundaries” is defined as acceptable professional behavior by employees while interacting with a student. Trespassing beyond the Boundaries ~~of a student/teacher or student/educator relationship in interactions with students~~ is deemed an abuse of power and a betrayal of public trust.

UNACCEPTABLE AND ACCEPTABLE BEHAVIOR

Some activities may seem innocent from an employee’s perspective, but some of these can be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between employees and students but to prevent relationships that could lead to, or may be perceived as inappropriate, misconduct sexual misconduct, or “grooming.” Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of staff and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction.

Employees must understand their own responsibilities for ensuring that they do not cross the Boundaries as written in this policy. If a student specifically requests that he or she not be touched, then that request must be honored. Violations could subject the staff member to discipline up to and including termination. Disagreeing with the wording or intent of the established Boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities. Although sincere, professional interaction with students fosters the charter mission of academic excellence, employee-student interaction has Boundaries regarding the activities, locations, and intentions.

The following is an illustrative list of unacceptable behavior, which includes, but is not limited to:

- Giving gifts to an individual student that are of a personal and intimate nature (including photographs); or items such as money, food, outings, electronics, etc. without the written pre-approval of the School Director. It is recommended that any such gifts be filtered through the School Director along with the rationale therefor.
- Kissing of ANY kind
- Massage (Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 plan.)
- Full frontal or rear hugs and lengthy embraces
- Sitting students on one's lap (grades 3 and above)
- Touching buttocks, thighs, chest or genital area
- Wrestling with students or other staff member except in the context of a formal wrestling program
- Tickling or piggyback rides
- Any form of sexual contact
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from Empower
- Furnishing alcohol, tobacco products, or drugs to a student or failing to report knowledge of such items
- "Dating" or "going out with" a student
- Remarks about physical attributes or physiological development of anyone. This includes comments such as "Looking fine!" or "Check out that [body part]."
- Taking photographs or videos of students for personal use or posting online
- Undressing in front of a student
- Leaving campus alone with a student
- Sharing a bed, mat, or sleeping bag with a student
- Making, or participating in, sexually inappropriate comments
- Sexual jokes or jokes/comments with sexual double entendre
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator or caretaker

- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a student ~~in an attempt to gain their support and understanding~~
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from Empower or school activities without ~~parental~~ the express, advance written permission of the School Director and the student's parent or legal guardian
- Being alone in a room with a student ~~at Empower~~ with the door closed
- Allowing students in your home without signed parent permission for a preplanned and precommunicated educational activity that must include the presence of another educator, parent, or other ~~responsible adult~~ designated school volunteer
- ~~Remarks about the physical attributes or physiological development of anyone~~
- Excessive attention toward a particular student
- Sending e-mails, text messages, instant messages, social media messages, or letters to students if the content is not about Empower activities and not in accordance with applicable Empower policies or in violation of Empower's Social Media Policy
- Being "friends" with a student on any personal or non- Empower social media website
- Communicating with students or parents/guardians in violation of Empower's Social Media Policy
- Engaging in inappropriate and/or unprofessional communications with students on Empower's social media
- Using profanity with or to a student
- Involving students in non-educational or non-school related issues, including, but not limited to, the employee's employment issues

The following is an illustrative list of acceptable and recommended behavior, which includes, but is not limited to:

- When age appropriate, touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact
- Placing TK through second grade students on one's lap for purposes of comforting the child for a short duration only
- Holding hands while walking with small children or children with significant disabilities
- Assisting with toileting of small or disabled children in view of another staff member
- Touch required under an IEP or 504 Plan

- Reasonable restraint of a violent person to protect self, others, or property

- Obtaining parents' written consent for any after- school activity on or off campus (exclusive of tutorials)
- Obtaining formal approval (Empower and parental) to take students off Empower's property for activities such as field trips or competitions including parent's written permission and waiver form for any sponsored after-school activity whether on or off campus
- E-mails, text messages, phone conversations, and other communications to and with students must be professional and pertain to Empower activities or classes, and communication should be initiated via Empower-based technology and equipment
- Keeping the door wide open when alone with a student
- Keeping reasonable and appropriate space between you and students
- Stopping and correcting students if they cross your own personal boundaries
- Keeping parents informed when a significant issue develops about a student
- Keeping after-class discussions with a student professional and brief
- Asking for advice from senior staff or administrators (such as Employee Services) if you find yourself in a difficult situation related to Boundaries
- Involving your supervisor if conflict arises with a student
- Informing Employee Services about situations that have the potential to become more severe (including but not limited to: grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
- Making detailed notes about an incident that could evolve into a more serious situation later
- Recognizing the responsibility to stop unacceptable behavior of students and/or coworkers
- Asking another employee to be present if you will be alone with any student who may have severe social or emotional challenges
- Asking another employee to be present, or within close supervisory distance, when you must be alone with a student ~~after regular school hours~~
- Giving students praise and recognition without touching them in questionable areas; giving appropriate pats on the back, high five's, and handshakes
- Keeping your professional conduct a high priority during all moments of student contact

- Asking yourself if any of your actions that go contrary to these provisions are worth sacrificing your job, your career, and the reputation of Empower

This policy does not prevent: 1) touching a student for the purpose of guiding them along a physical path; 2) helping them up after a fall; or 3) engaging in a rescue or the application of Cardio Pulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend one's self, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

REPORTING VIOLATIONS

When any employee, parent, or student becomes aware of an employee having crossed the Boundaries specified in this policy, he or she must promptly report the suspicion to Employee Services. All reports shall be kept as confidential as possible. Prompt reporting is essential to protect students, the suspected employee, any witnesses, and Empower as a whole. Employees must also report to the Administration any awareness of, or concern about, student behavior that crosses Boundaries or any situation in which a student appears to be at risk for sexual abuse.

INVESTIGATING

Employee Services will promptly investigate any allegation of a violation of the Employee-Student Relations Policy, using such support staff or outside assistance as he or she deems necessary and appropriate under the circumstances, unless the allegation also constitutes a reportable allegation under California Penal Code section 11166. In the event the allegation also constitutes such a reportable allegation, Employee Services shall comply with the legal requirements of immediately reporting the allegation to a child protective agency and shall follow up such report with a written report with thirty-six (36) hours.

If the allegation is only a violation of the Employee-Student Relations Policy, but not a violation of California Penal Code section 11166, Employee Services or other appropriate administrator shall conduct an investigation as set forth above. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, will protect the privacy interests of any affected student(s) and/or employee(s), including any potential witnesses, to the fullest extent possible.

VIOLATIONS

Violations of this policy may result in disciplinary action, up to and including termination. When appropriate, violations of this policy may also be reported to authorities for potential legal action.

CHILD NEGLECT AND ABUSE REPORTING

~~Empower understands its responsibility to protecting its students and children.~~ An employee who knows or reasonably suspects a child has been the victim of child abuse or neglect shall report the instance to the Los Angeles

County Department of Children and Family Services (800) 540-4000 <http://dcfs.co.la.ca.us/contactus/childabuse.html>. If the circumstance falls under a different county, please call (800) 540-4000 and request contact information for the appropriate county. The phone call is to be followed by a written report prepared by the employee within thirty-six (36) hours, which may be sent by fax or electronically. There is no duty for the reporter to contact the child's parents. Child abuse is broadly defined as “a physical injury that is inflicted by other than accidental means on a child by another person.” Empower employees are required to report instances of child abuse when the employee has a “reasonable suspicion” that child abuse or neglect has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause a reasonable person in a like position to suspect child abuse or neglect.

~~Child abuse should be reported immediately by phone to The Los Angeles County Department of Children and Family Services (800) 540-4000. If the circumstance falls under a different county, please call (800) 540-4000 and request contact information for the appropriate county. The phone call is to be followed by a written report prepared by the employee within thirty six (36) hours, which may be sent by fax or electronically. There is no duty for the reporter to contact the child's parents.~~

Reporting the information regarding a case of possible child abuse or neglect to your supervisor, the Empower School Director, an Empower counselor, coworker or other person shall not be a substitute for making a mandated report to **The Los Angeles County Department of Children and Family Services**. In addition, employees must also complete annual training as required by law. Employees who have any questions about these reporting requirements should contact Employee Services.

DRUG AND ALCOHOL FREE WORKPLACE

Our employees are our most valuable resource, and we are committed to providing a safe working environment to protect our employees and others, and to minimize the risk of accidents and injuries. It is Empower's policy to maintain a drug and alcohol free workplace. No employee may use, possess, offer for sale or be under the influence of any illegal drugs or alcohol during working hours, including lunch and break periods, in the presence of pupils or on Empower property at any time. It is expected that all employees will assist in maintaining a work environment free from the effects of alcohol, illegal drugs or other intoxicating substances.

For purposes of this policy, “illegal drugs” includes, but is not limited to, substances that are prohibited by law (such as cocaine, heroin, etc.), controlled substances, ~~marijuana (including medicinal marijuana and marijuana vaping or other recreational marijuana use)~~, and prescription drugs (if they are not prescribed for the person using them and/or not being used as prescribed). “Marijuana” means and includes medical marijuana, marijuana vaping or other recreational marijuana use. “Drug paraphernalia” means any accessory for the use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs. “Under the influence” means that the employee is affected by alcohol, prescription medication that impairs cognitive or physical functions, marijuana and/or illegal drugs in any detectable manner.

Empower prohibits the following:

- Use, possession, purchase, or offer for sale of illegal drugs, marijuana, drug paraphernalia or alcohol during working hours, including meal and break periods, or in the presence of pupils;
- Use, possession, purchase, or offer for sale of illegal drugs, marijuana, drug paraphernalia, or alcohol on School property at any time;
- Use, possession, purchase, or offer for sale of illegal drugs, marijuana, drug paraphernalia, or alcohol while attending a School function or event;
- Storing alcohol (if unauthorized), illegal drugs, marijuana or drug paraphernalia in a locker, desk, automobile, or other repository on the School's premises;
- Refusing to submit to an inspection or testing when requested by the School;
- Being under the influence of illegal drugs, marijuana, prescription medication that impairs cognitive or physical functions and/or alcohol during working hours, while on the School's premises and/or attending a School function or event;
- Conviction under any criminal drug statute for a violation occurring in the workplace; or
- Failure to keep all prescribed medicine in its original container.

Engaging in any of the activities above shall be considered a violation of Empower's policy and the violator will be subject to discipline, up to and including termination. Empower complies with all federal and state laws and regulations regarding drug use while on the job.

This policy will not be construed to prohibit the use of alcohol at social or business functions sponsored by Empower where alcohol is served or while entertaining clients-donors and prospective clients-donors of Empower. However, employees must remember their obligation to conduct themselves appropriately at all times while at Empower-sponsored functions or while representing Empower.

Any employee who is convicted of a violation of any criminal drug statute for a violation occurring in the workplace shall notify Empower no later than five days after such conviction.

PRESCRIPTION DRUGS

The proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees' prescription drug use or nonprescription medication may affect their job performance, such as by causing dizziness or drowsiness. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair safe job performance and to notify a supervisor of any job restrictions that should be observed as a result. An employee is not required to reveal the name of the medication or the underlying medical condition. ~~Empower will comply with all accommodation requirements.~~ If you are required to take any kind of prescription or nonprescription medication that will affect your ability to perform your job, you are required to report this to Employee Services. Employee Services will determine if it is necessary to temporarily

place you on another assignment or take other action as appropriate to protect your safety and the safety of other employees and students.

DRUG TESTING

Empower may require a test by intoxilator, blood test, urinalysis, medical examination, or other drug/alcohol screening of those persons whom Empower reasonably suspects of using, possessing, or being under the influence of an illegal drug or alcohol. Such testing will be conducted if two or more employees observe an employee acting in such a manner to raise suspicion that the employee is under the influence of an illegal drug, marijuana or alcohol or is acting in such manner that they may harm themselves or another employee or students.

Any refusal to submit to such testing will be considered a positive screen. An employee's consent to submit to such a test is required as a condition of employment, and an employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal. Empower shall determine the manner in which such testing is conducted with the goal being to ensure that the test results are accurate.

Such a test may be required of employees involved in any work-related accident or unsafe practice where the safety of the employee or other employees was jeopardized. Periodic retesting may also be required following positive test results or after any violation of this policy or rehabilitation.

COUNSELING AND REHABILITATION

Employees should be aware that participation in a rehabilitation program will not necessarily prevent the imposition of disciplinary action, including termination, for violation of this policy. Employees who undergo voluntary counseling or treatment and who continue to work, if any, must meet all established standards of conduct and job performance.

Compliance with this Drug and Alcohol Abuse Policy is a condition of employment at Empower. Failure or refusal of an employee to cooperate fully, sign any required document, submit to any inspection, or follow any prescribed course of substance abuse treatment will result in discipline, up to and including termination.

Because the use, sale, purchase, possession, or furnishing of an illegally obtained substance is a violation of the law, Empower may report such illegal drug activities to an appropriate law enforcement agency.

HEALTH, SAFETY AND SECURITY POLICIES

Empower is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, Empower has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel. The Injury and Illness Prevention Program is kept by the Administration and is available for your review.

All employees are expected to know and comply with Empower's general safety rules and to follow safe and healthy work practices at all times. Please immediately report to your supervisor any potential health or safety hazards and all injuries or accidents.

In compliance with Proposition 65, Empower will inform all employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Empower has also developed guidelines to help maintain a secure workplace. It is important for all employees to be aware of unknown persons loitering in parking areas, walkways, entrances, exits and service areas. Report any suspicious persons or activities to security personnel or to your supervisor. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable or personal articles around your workstation that may be accessible. You should immediately notify your supervisor when keys are missing or if security access codes, identification materials, or passes have been breached. The security of the facilities, as well as the welfare of our employees and our students, depends upon the alertness and sensitivity of every individual.

EMPLOYEES WHO ARE REQUIRED TO DRIVE

Employees who are required to drive their own vehicle on approved Empower business will be required to show proof of a current, valid license and proof of current, effective insurance coverage. To the extent permitted by law, Empower retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is revoked or who fails to maintain personal automobile insurance coverage. Employees who drive their own vehicles on approved Empower business will be reimbursed at the per mile rate established by the Internal Revenue Service. As a condition of employment, employees who drive their own vehicle on approved Empower business are required to use good judgment.

Pursuant to applicable law and safety standards, employees whose job responsibilities include regular or occasional driving and who are issued a cell phone for business use must refrain from using their phone while driving unless they are using a hands-free device. Safety must come before all other concerns. Thus, unless an employee is using a hands-free device in a safe-manner, he or she must safely pull off to the side of the road and safely stop the vehicle before placing, accepting, or continuing a call. Sending or reviewing text messages while driving is also prohibited.

Employees whose job responsibilities do not specifically include driving as an essential function, but who use a cell phone for business purposes, whether issued by Empower or not, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves, students, or others at risk to fulfill business needs.

Any employee who fails to comply with this policy will be deemed to have engaged in grossly negligent conduct beyond the course and scope of his or her employment. As a result, any employee who is charged with a traffic violation or incurs any other form of liability resulting from a violation of this policy will, to the extent allowed by applicable law, be solely responsible for any such liability.

Violations of this policy will be subject to disciplinary action, up to and including termination.

SMOKING

All School buildings and facilities are non-smoking facilities. Smoking is prohibited on the School's premises or within twenty (20) feet of a School building and within 25 feet of a school playground, whichever is farther. This includes, but is not limited to, nicotine and non-nicotine cigarettes including herbal cigarettes and marijuana, cigars, pipes as well as e-cigarettes and vaping. Employees who wish to smoke must limit their smoking to tobacco products during meal and rest periods off premises.

HOUSEKEEPING

Empower strives for a clean, safe and sanitary environment. All employees are expected to keep the premises orderly and to clean up after themselves, which includes leaving their work areas, common areas, the kitchen and the refrigerator neat and clean. Employees who work in open areas should not eat at their desks.

EMPOWER PROPERTY & INSPECTIONS

Empower is committed to providing a work environment that is safe and free of illegal drugs, alcohol, firearms, explosives and other improper materials. Additionally, Empower provides property and facilities to its employees to carry out business on behalf of Empower. Desks, files, copiers, storage areas, work stations, file cabinets, lockers, and supplies, both office and household, are Empower property and must be maintained according to Empower rules and regulations. They must be kept clean and are to be used only for work-related purposes. Accordingly, employees do not have a reasonable expectation of privacy when using any Empower property or facilities. In accordance with these policies, all Empower facilities and property may be inspected by Empower at any time, with or without prior notice to the employee. ~~Empower property includes, but is not limited to, all desks, storage areas, work stations, lockers, file cabinets, computers, telephone systems, email systems and other storage devices.~~ Empower reserves the right to deny entry to any person who refuses to cooperate with any inspections by Empower. Any employee who fails to cooperate with inspections may be subject to disciplinary action, up to and including dismissal.

Prior authorization must be obtained before any Empower property may be removed from ~~the any~~ Empower premises. All Empower property must be immediately returned upon request, an extended leave of absence and/or termination of the employment relationship.

For security reasons, employees should not leave personal belongings of value in the workplace. Employees are responsible for the security of their personal belongings. The Empower is not responsible for any lost or stolen personal items at work.

Terminated employees should remove any personal items at the time they leave the Empower. Personal items left in the workplace by previous employees are subject to disposal if not claimed at the time of the employee's termination, unless the parties have arranged otherwise.

SOLICITING/CONDUCTING PERSONAL BUSINESS WHILE ON DUTY

In order to maintain and promote efficient operations, discipline, and security, Empower maintains rules applicable to all employees that govern solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply with these rules, which will be strictly enforced. Any employee who is in doubt concerning the application of these rules should immediately consult with his or her supervisor. These rules are:

1. No employee shall sell merchandise or solicit or promote support for any cause or organization during his or her working time or during the working time of the employee(s) at whom such activity is directed. As used in these rules, working time excludes meal and break periods.
2. No employee shall distribute or circulate any written or printed material, other than those approved by management for business purposes, in work areas at any time or during his or her working time or during the working time of the employee(s) at whom such activity is directed.
3. No employee shall enter or remain in Empower work areas for any purpose except to report for, be present during, and conclude a work period. Non-exempt employees must not begin work and clock in at his or her working area more than 10 minutes before they are scheduled to begin and must stop work and clock out from his or her work area no later than 10 minutes after their work scheduled for the day is completed. Work area does not include Empower parking lots, gates, or other similar outside areas unless an employee is assigned to work in such areas.
4. Under no circumstances will non-employees be permitted to solicit or distribute written material for any purpose on Empower property.
5. Non-employees must sign in at the front office before entering Empower property.

Violations of this policy may result in disciplinary action, up to and including termination.

USE OF EMPOWER COMMUNICATION EQUIPMENT AND TECHNOLOGY

Empower has a commitment to protect our employees and our students. One of the ways to protect our employees and students is to monitor and limit technology use within safe boundaries.

Empower's electronic communications systems ("Communications Systems") includes, but is not limited to, computers, laptops, e-mail, telephones, cellular phones, tablets, PDAs, text messaging, instant messaging, video conferencing, voice mail, facsimiles, and connections to the Internet and other internal or external networks. All Empower-owned Communications Systems remain the property of Empower and are provided to the employee to carry out business on behalf of Empower, unless previously authorized for non-business use. Employees have no expectation of privacy in any communications made using Empower owned equipment and technology.

Communications (including any attached message or data) made using Empower owned communications equipment and technology are subject to review, inspection and monitoring at any time by Empower.

Protecting our students and the children at Empower is one of our top priorities. In order to do so, Empower uses technology protection measures that protect against Internet access (by both minors and adults) to visual depictions that are obscene, child pornography and/or with respect to use by minors, images harmful to minors. These measures may include, but are not limited to, installing a blocking system to block specific internet sites, setting Internet browsers to block access to adult sites, using a filtering system that will filter all Internet traffic and report potential instances of misuse and using a spam filter.

Employees are required to safeguard their passwords to limit unauthorized use of computers by minors in accordance with the Student Internet Use Policy and Agreement. The use of passwords to limit access to these systems is only intended to prevent unauthorized access to voice mail, e-mail, and computer systems, files, and records. Additionally, these systems are subject to inspection, search, and/or monitoring by Empower personnel for any number of business reasons. As a result, employees do not have an expectation of privacy in this regard. Employees that do not safeguard their passwords from unauthorized student use, or that allow a student to access computers in violation of the Student Internet Use Policy and Agreement, will be subject to discipline, up to and including termination.

PROHIBITED USE

~~Internet use, unless previously authorized, is for business purposes.~~ The Communications Systems is provided solely for the purpose of conducting Empower business. Incidental and occasional personal use of the Communications Systems is permitted, but such communications must not disrupt Empower business, and users do not have any expectation of personal privacy in any matters stored in, created, received, or sent over the Communications Systems. Users must respect all copyrights and licenses to software and other online information, and may not upload, download, or copy software or other material through the Communications Systems without the appropriate prior written authorization. Employees are not permitted to use Empower's Communications Systems to view visual images that are obscene, child pornography and/or images harmful to minors.

The e-mail system and Internet access is not to be used in any way that may be disruptive, harassing or offensive to others, illegal or harmful to morale. Users of the Communications Systems are strictly prohibited from using the Communications Systems to deliver a message that is harassing or offensive on the basis of a Protected Category as defined in the Discrimination, Unlawful Harassment, Retaliation and Complaint Procedures policy herein or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. Empower has policies against discrimination, harassment, and retaliation, and those policies apply to the use of the Communications Systems. Users are also prohibited from using the Communications Systems for transmitting or making accessible annoying, offensive, defamatory, or harassing material or intentionally damaging or violating the privacy of information of others.

The e-mail system and Internet access is not to be used in any manner that is against the policies of Empower, contrary to the best interest of Empower or for personal gain or profit of the employee against the interests of Empower. Employees must not use Empower's communications equipment and technology for the unauthorized disclosure, use and dissemination of personal information regarding students.

Users must not alter, copy, transmit, or remove Empower information, proprietary software, or other files without proper authorization from Empower.

Employees should not attempt to gain access to another employee's e-mail files or voicemail messages without the latter employee's express permission. Each employee is responsible for the content of the messages sent out using his/her Empower issued equipment. It is strictly prohibited to use another employee's computer to send messages to create the appearance that they are from that employee, unless the latter employee expressly authorizes such use. Anyone who receives an electronic communication for which he or she is not the intended recipient must immediately inform the sender that the message was sent improperly and must delete the message from their e-mail and voice mail mailboxes.

CONFIDENTIALITY AND PRIVILEGES

Information stored on the Communications Systems is intended to be kept confidential within Empower. Empower has taken all reasonable steps to assure confidentiality and security. Like other means of communication, however, it is not possible to guarantee complete security of electronic communications either within or outside Empower, and care should be exercised when sending or receiving sensitive, privileged, or confidential information electronically. For example, information sent through the Internet can be monitored by external systems en route to its final destination. All users must keep this in mind when forwarding sensitive, confidential, and/or privileged information. Where appropriate, this fact should be disclosed to outside contacts.

ACCESS AND DISCLOSURE

Empower, as owner of the Communications Systems, to protect the integrity of its systems from unauthorized or improper use, reserves the right for legitimate business reasons, upon authorization of the Administration, to monitor, access, retrieve, download, copy, listen to, or delete anything stored in, created, received, or sent over its Communications Systems without the permission of or prior notice to any user.

Although Empower entrusts you with the use of voice mail, e-mail, computer files, software, or similar Empower property, you should keep in mind that these items have been installed and maintained at great expense to Empower and are only intended for business purposes. At all times, they remain Empower property. Likewise, all records, files, software, and electronic communications contained in these systems also are Empower property. You are advised that electronic files, records, and communications on Empower computer systems, electronic communication systems, or through the use of Empower telecommunications equipment are not private. Although they are a confidential part of Empower property, you should not use this equipment or these systems for confidential messages. The use of passwords to limit access to these systems is only intended to prevent unauthorized access to voice mail, e-mail, and computer systems, files, and records. Additionally, these systems are subject to inspection, search, and/or monitoring by Empower personnel for any number of business reasons. As a result, employees do not have an expectation of privacy in this regard. Accordingly, these systems and equipment should not be used to transmit personal messages, except in necessary situations or when exceptions are specifically sanctioned by management. Voice mail messages and e-mail messages should be routinely deleted when no longer needed. Empower is not responsible for costs incurred when employees use Empower telephones or e-mail systems for personal matters.

You should be advised to use voice mail and e-mail as cautiously as you would use any more permanent communication medium such as a memorandum or letter. You should realize that e-mail messages:

- May be saved and read by third parties.
- May be retrieved even after “deletion.”
- May be accessed by authorized service personnel.
- May be examined by management without notice for business purposes.

There will be times when Empower, in order to conduct business, will utilize its ability to access your e-mail, voice mail, computer files, software, or other Empower property. Empower also may inspect the contents of your voice mail, e-mail, computers, computer files, or software to monitor job performance, for training or quality control purposes, or when Empower suspects that Empower property is being used in an unauthorized manner.

Empower reserves the right to use and disclose any electronic communication on its Communications Systems without the permission of or any prior notice to any user, including disclosure to law enforcement officials.

DISCIPLINE FOR VIOLATIONS OF POLICY

Any person who discovers misuse of the Internet access or any of Empower’s Communications Systems should immediately contact Employee Services. Any user who violates any part of this policy will be subject to discipline, up to and including immediate termination.

POLICY MAY BE AMENDED AT ANY TIME

The pace of technological change and growth in electronic communications is rapid. This policy applies to all present and future electronic communications systems and devices and to improvements and innovations to existing systems and devices and to completely new technologies, devices, and systems. Empower reserves the right to amend this policy at any time through an authorized writing from an authorized Empower representative.

EMPLOYEE BLOGS AND SOCIAL NETWORKING

SCOPE

In light of the explosive growth and popularity of social media technology in today’s society, Empower has developed the following policy to establish rules and guidelines regarding the appropriate use of social media by employees. This policy applies to situations when you: (1) make a post to a social media platform that is related to Empower; (2) engage in social media activities during working hours; (3) use Empower equipment or resources while engaging in social media activities; (4) use your Empower e-mail address to make a post to a social media platform; (5) post in a manner that reveals your affiliation with Empower; or (6) interact with Empower students or parents/guardians of Empower students ~~(regarding Empower related business)~~ on the Internet and on social media sites.

For the purposes of this policy, the phrase “social media” refers to the use of a website or other electronic application to connect with other people, including, but not limited to, Facebook, Twitter, Pinterest, LinkedIn, YouTube, Instagram, and Snap Chat, as well as related web-based media, such as blogs, wikis, and any other form of user-generated media or web-based discussion forums. Social media may be accessed through a variety of electronic devices, including computers, cell phones, smart phones, PDAs, tablets, and other similar devices.

This policy is intended to supplement, not replace, Empower’s other policies, rules, and standards of conduct. For example, Empower policies on confidentiality, use of Empower equipment, professionalism, employee references and background checks, workplace violence, unlawful harassment, and other rules of conduct are not affected by this policy.

You are required to comply with all Empower policies whenever your social media activities may involve or implicate Empower in any way, including, but not limited to, the policies contained in this Handbook.

STANDARDS OF CONDUCT

You are required to comply with the following rules and guidelines when participating in social media activities that are governed by this policy:

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.
- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of Empower policy.
- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of Empower’s trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. This prohibition applies both during and after your employment with Empower.
- Do not post confidential information (as defined in this Handbook) about Empower, its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained.
- While it is acceptable to engage in limited and incidental social media activities at work, such social media activities may not interfere with your job duties or responsibilities. Do not use your Empower-authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.

- Be knowledgeable about and comply with Empower’s background check procedures. Do not “research” job candidates on the Internet or social media websites without prior approval from Employee Services.
- Be knowledgeable about and comply with Empower’s reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from Employee Services.
- We encourage you to be fair and courteous to fellow employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School. We also encourage you to avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School, or that might constitute harassment or bullying.
- Make sure you always try to be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Please do not post any information or rumors that you know to be false about the School, fellow employees, students, parents, vendors, customers, suppliers, people working on behalf of the School, or competitors.
- Never represent yourself as a spokesperson for the School unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with the School, make it clear that you are not speaking on behalf of the School and that your views do not represent those of the School, fellow employees, students, parents, vendors, customers, suppliers, or other people working on behalf of the School. It is best to use a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the School.”
- Never be false or misleading with respect to your professional credentials.

CREATING AND USING EMPOWER SOCIAL MEDIA

Employees are only permitted to communicate and connect with students on social media that is owned and operated by Empower. Employees are only permitted to communicate and connect with students’ parents or guardians regarding Empower-related matters on social media that is owned and operated by Empower. All communications with parents or guardians regarding Empower-related matters on non-Empower or personal social media may result in disciplinary action, up to and including termination. Any communication whatsoever with students on non-Empower or personal social media may result in disciplinary action, up to and including termination.

The IT Department, in addition to Employee Services and members of the Administration, are responsible for approving requests for Empower social media, monitoring Empower social media for inappropriate and unprofessional content, and maintaining the social media account information (including, but not limited to, username and password). Empower has final approval over all content and reserves the right to close the social media at any time, with or without notice. Any inappropriate or unprofessional communications may result in disciplinary action, up to and including termination.

To set up social media that is owned and operated by Empower in compliance with this policy, employees must adhere to the following procedures:

- Request and obtain permission to create Empower social media from your supervisor.
- Contact the IT Department to set up the social media. Provide the IT Department with the username and password that you would like assigned to the account. If you change the username and/or password, you must immediately update this information with the IT Department. Failure to do so may result in disciplinary action, up to and including termination.

Any social media created and/or used in violation of this policy may result in disciplinary action, up to and including termination.

ACCESS

Employees are reminded that Empower's various electronic communications systems, including, but not limited to, its electronic devices, computers, telephones, e-mail accounts, video conferencing, voice mail, facsimiles, internal and external networks, computers, cell phones, smart phones, PDAs, tablets, and other similar devices, are the property of Empower. All communications and information transmitted by, received from, or stored in these systems are Empower records.

As a result, Empower may, and does, monitor its employees' use of these electronic communication systems, including for social media activities, from time to time. Empower may monitor such activities randomly, periodically, and/or in situations when there is reason to believe that someone associated with Empower has engaged in a violation of this, or any other, Empower policy. As a result, employees do not have a reasonable expectation of privacy in their use of or access to Empower's various electronic communications systems.

DISCIPLINE

Any violation of this Social Media Policy may result in disciplinary action, up to and including immediate termination.

RETALIATION IS PROHIBITED

Empower prohibits retaliation against any employee for reporting a possible violation of this policy or for cooperating in an investigation of a potential violation of this policy. Any employee who retaliates against another employee for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

QUESTIONS

In the event you have any questions about whether a particular social media activity may involve or implicate Empower, or may violate this policy, please contact Employee Services.

Social media is in a state of constant evolution, and Empower recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each Empower employee is responsible for using good judgment

and seeking guidance, clarification, or authorization before engaging in social media activities that may implicate this policy.

PARTICIPATION IN RECREATIONAL OR SOCIAL ACTIVITIES

To encourage teamwork at Empower, we encourage participation in recreation and social activities sponsored or supported by Empower. Please note that employee participation is strictly voluntary and employees have no obligation to participate in recreational or social activities and no employee has work-related duties requiring such participation. An employee's participation in social and recreational activities is at the employee's own risk and Empower disclaims any and all liability arising out of the employee's participation in these activities.

PERSONNEL FILES AND RECORD KEEPING PROTOCOLS

At the time of your employment, a personnel file is established for you. Empower strives to keep accurate and up to date personnel records. Please keep the Administration advised of changes that should be reflected in your personnel file. Such changes include: change in name, address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable Empower to contact you should the change affect your other records.

You have the right to inspect certain documents in your personnel file, as provided by law, in the presence of an Empower representative, at a mutually convenient time. A request for information contained in the personnel file must be in writing and directed to the Administration.

~~Employees, former employees, or employee representatives may submit a request to inspect their personnel file in the presence of a representative of Empower. All requests must be in writing.~~ Current and former employees, or employee representatives, may also request inspection through the use of an Empower-provided request form. Please contact the Administration to schedule a convenient time. You may request copies from your file of all documents. Empower may charge the requesting employee or employee representative for the actual cost of reproduction of personnel file documents. If you desire, you may add a written statement to your file explaining any disputed item.

Access to information in personnel files is restricted. Only authorized managers and management personnel will have access to your personnel file. However, Empower will cooperate with—and provide access to your personnel file to—law enforcement officials or local, state or federal agencies or as otherwise required in accordance with applicable law.

HOURS OF WORK, OVERTIME AND ATTENDANCE

WORK HOURS AND SCHEDULES

Empower's normal working hours are from **8:00 a.m. – 4:30 p.m.**, Monday through Friday. The work schedule for full-time non-exempt employees is normally 40 hours per week. Your supervisor will assign your work schedule. Employees are expected to be punctual and ready to start work at their scheduled time.

OVERTIME

All non-exempt employees are required to obtain approval from their supervisor prior to working overtime. Failure to obtain such approval may subject an employee to discipline, up to and including termination. Overtime compensation will be paid in accordance with all state and federal laws. Exempt employees are not entitled to overtime.

For purposes of calculating overtime, Empower's standard workweek begins on Saturday at 12:00 a.m. (midnight) and ends on Friday at 11:59 p.m. ~~-(midnight)-~~. Empower's standard workday is 12:00 a.m. (midnight) to 11:59 ~~a.m.~~p.m. each day.

Only those hours that are actually worked are counted to determine an employee's overtime pay. Compensated holidays, for example, are not hours worked. Any overtime must be preauthorized in writing by the Administration.

MEAL AND REST PERIODS

Meal Periods: All non-exempt employees must take an uninterrupted meal period of at least 30 minutes for each work period in excess of 5 hours in accordance with this policy. Further, all non-exempt employees must take a second uninterrupted meal period of at least 30 minutes for each work period in excess of 10 hours in accordance with this policy.

Employees must begin their first meal period within five hours of starting work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin his or her meal period no later than 12:00 p.m. (noon). Further, employees must begin their second meal period (if applicable) within ten hours of starting work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin his or her second meal period no later than 5:00 p.m.

An employee whose work period is 5 to 6 hours may waive, in writing, his or her right to a first meal period. Further, an employee may waive his or her right to a second meal period for a work period as long as the employee does not work more than 12 hours and did not waive his or her first meal period for that work period. Empower offers written Meal Period Waiver Agreements that govern an employee's entire employment, which are voluntary and may be revoked at any time, to document the employee's waiver of first and second meal periods.

Employees are eligible for the following number of meal periods:

Length of Workday in Hours	# of Meal Periods	Explanation
0 to ≤ 5	0	An employee who works 5 hours or less in a workday is not entitled to a meal period.
> 5 to ≤ 10	1	An employee who works more than 5 hours in a workday, but who does not work more than ten hours in a workday, must take a 30-minute uninterrupted meal period, unless the employee works six or fewer hours and voluntarily waives his or her first meal period.
> 10	2	An employee who works more than ten hours in a workday must take a second uninterrupted 30-minute meal period, unless the employee works 12 or fewer hours, did not waive the first meal period, and voluntarily waives his or her second meal period.

Employees must take their meal periods according to the following schedule:

Which Meal Period	When
First Meal Period	An employee's first meal period must begin within 5 hours of starting work (in other words, by the end of the fifth hour of work or 5 hours and 0 minutes on the clock). By way of example, if an employee clocks in 8:30 a.m., then the employee must clock out and start his or her meal period no later than 1:30 p.m.
Second Meal Period	An employee's second meal period must begin within ten hours of starting work (in other words, by the end of the tenth hour of work or 10 hours and 0 minutes on the clock). By way of example, if an employee clocks in 8:30 a.m., then the employee must clock out and start his or her second meal period no later than 6:30 p.m.

During meal periods, employees are absolutely prohibited from performing work of any kind or any amount. Employees are excused from all duties and are free to leave the premises. Employees-Non-exempt employees must record the exact start and stop times of each meal period through Empower's timekeeping system so that Empower may monitor time records for compliance. Employees may not join together required meal periods to take a longer break.

Rest Periods: All non-exempt employees are authorized, permitted, and strongly encouraged to take a 10-minute rest period every 4 hours worked or major fraction thereof. Ordinarily, this amounts to two 10-minute rest periods

per 8-hour workday. The first rest period should be taken roughly in the middle of the 4-hour work period prior to lunch, and the second rest period should be taken roughly in the middle of the 4-hour work period following lunch. You do not need to record the times of these rest periods. You will be paid for the time spent on your rest periods.

Employees are eligible for the following number of rest periods:

Length of Work Period in Hours	# of Rest Periods	Explanation
0 to < 3.5	0	An employee whose work period is less than 3.5 hours is not entitled to a rest period.
≥ 3.5 to ≤ 6	1	An employee whose work period is 3.5 hours up to and including 6 hours is eligible to take one rest period.
> 6 to ≤ 10	2	A non-exempt employee whose work period is more than 6 hours up to and including 10 hours is eligible to take two rest periods.
> 10 to ≤ 14	3	A non-exempt employee whose work period is more than 10 hours up to and including 14 hours is eligible to take three rest periods.

During your rest periods, employees are absolutely prohibited from performing work of any kind or any amount. You are excused from all duties. In addition, please understand that you may not join together required rest periods in order to take a longer break. Also, you may not miss a required meal or rest period in order to start work later or leave work earlier.

Any employee who misses a meal or rest period or who experiences a late, short, or interrupted meal period—for any reason—must immediately report this issue to his or her supervisor and complete a Daily Meal Period and Rest Period Reporting Form. The employee must fill out all fields on the form, including providing a thorough explanation for the non-compliant meal or rest period. The employee must complete and turn in this form to his or her supervisor on the same workday that he or she experienced the non-compliant meal or rest period.

If an employee voluntarily chooses to miss a meal or rest period or take a late, short, or interrupted meal period (e.g., I chose to take my lunch later in the day or I chose to refuse an “authorized” meal period at the time provided by Empower), the employee is not entitled to premium pay (one additional hour of pay). If an employee involuntarily experiences a missed meal or rest period or a late, short, or interrupted meal period (e.g., my supervisor asked me to handle a client-parent call or meeting that caused me to miss or take a late meal period), the employee is entitled to premium pay. Employees must report the reason for the non-compliant meal or rest period on the Daily Meal Period and Rest Period Form.

Non-exempt employees are required to take their meal and rest periods in accordance with this policy. If you encounter any challenges with taking meal or rest periods in accordance with this policy, please immediately contact your supervisor or Employee Services.

Failure to comply with Empower's policy regarding meal and/or rest periods can lead to discipline, up to and including termination.

LACTATION ACCOMMODATION POLICY

Employees have the right to reasonable time and access to a private area during the workday to express milk. In compliance with state and federal law, Empower provides a supportive environment to enable nursing mothers to express breast milk during the work day.

If the lactation break time cannot run concurrently with rest and meal periods already provided or additional time is needed for the employee, the lactation break time will be unpaid. Where unpaid breaks or additional time are required, the employee should work with the Administration regarding scheduling and reporting the extra break time as unpaid.

Because exempt employees receive their full salary during weeks in which they work and they are not normally required to identify break and meal times, all exempt employees who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

A private location to express breast milk will be provided in close proximity to the employee's work area. The employee's normal work area may be used if it allows the employee to express milk in private. In certain circumstances, a temporary location, multipurpose room, or shared space may be provided in accordance with applicable law. The location will also meet the following requirements: not be a bathroom; be free from intrusion; be shielded from view; be safe, clean, and free of hazardous materials; contain a surface to place a breast pump and personal items; contain a place to sit; and have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. In addition, Empower shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's work area. If a refrigerator cannot be provided, Empower may provide another cooling device suitable for storing milk, such as a Empower-provided cooler. Employees should discuss with Administration the location for storage of expressed milk. Employees may also provide their own portable small storage unit or cooler for keeping expressed breast milk cold.

To request the above, please contact the Administration or Employee Services. Empower will respond accordingly, generally within two business days.

If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with his or her supervisor and/or the Labor Commissioner's Office. For more information, contact the Labor Commissioner's Office by phone at 213-897-6595 or visit a local office by finding the nearest one on their website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

PAY DAYS

All other employees (i.e., those on a predetermined salary, hourly basis, etc.) will have paydays scheduled on the 5th and 20th of each month (see Administration for the schedule). Each paycheck will include earnings for all reported work performed through the end of the payroll period. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive their pay on the day of work before the holiday. Employees are required to report any overpayment of wages to the Payroll Department. Any discrepancies or shortages in the calculation of wages should be reported as soon as possible after payday.

ATTENDANCE POLICY

Empower strives for a healthy and positive work environment. Good attendance and punctuality are an important part of the day-to-day operations. Excessive absenteeism and/or tardiness might place a burden on fellow employees and Empower.

Employees are expected to adhere to regular attendance and to be punctual. If you find it necessary to be absent or late, you are expected to arrange it in advance with the Administration to the extent possible. If it is not possible to arrange your absence or tardiness in advance, you must notify the Administration no later than one-half hour before the start of your workday or as soon as reasonably practicable, if you are absent or tardy in accordance with Empower's sick leave policy. Because voice mail messages may go unheard for significant periods of time, leaving a voice mail message is not a sufficient method of notifying your supervisor—you must personally contact your supervisor in a timely manner. If you are required to leave work early, you must also personally contact your supervisor and obtain his or her permission.

If you are a teacher and need a substitute for any absence other than those taken under Empower's sick leave policy, you are responsible for communicating with the designated contact for your specific site and submitting a request for the designee to arrange for a substitute. This request must be submitted in advance. If you are absent from work longer than one day please communicate this with your supervisor or designated contact.

Excessive unexcused absenteeism and tardiness will not be tolerated and will lead to disciplinary action, up to and including termination. Except as otherwise provided by law, if you fail to report for work without any notification to your supervisor and your absence continues for a period of three consecutively scheduled workdays, Empower will, in most cases, consider that you have abandoned your employment and have voluntarily resigned.

TIME RECORDS

To ensure compliance with all applicable laws, non-exempt employees must accurately record all hours worked. This means non-exempt employees must record their time whenever they begin, cease, or resume working during

the course of a workday. While you need not record when you begin or end your rest periods, you must record when you begin and end your meal periods. Under no circumstances may one employee record time for another employee. Exempt employees may also be expected to record their time worked and report absences from work due to personal needs or illness.

If instructed by your supervisor, you will be expected to record time worked on a timesheet for each pay period. Recording inaccurate time on your timesheet or recording time on another employee's time sheet is a violation of Empower policy and may result in discipline, including immediate termination. Employees are strictly prohibited from working "off the clock" or failing to record all time worked. Falsification of any timecard may result in disciplinary action, up to and including termination.

PROFESSIONAL DEVELOPMENT

As a commitment to our team's professional growth, Empower holds minimum days on Fridays to allow for professional development, collaboration opportunities and meetings. All full-time salaried staff, including teachers, is required to attend the meetings and/or work days that apply. If a staff member is unable to attend, they must submit an absence claim form to gain approval for their absence. Various professional development opportunities will be offered throughout the year. Teaching staff is required to attend all professional development opportunities prior to the start of school. Teaching staff is encouraged to visit other charter schools, attend applicable conferences, and conduct a research activity/presentation and other approved professional development activities.

STANDARDS OF CONDUCT

PERSONAL APPEARANCE

Empower encourages all employees to maintain professionalism in appearance and in behavior. Employees are expected to wear clothes that are neat, clean and professional while on duty. Employees are expected to appear well groomed and appear within professionally accepted standards suitable for the employee's position, and must at all time wear shoes. Your supervisor will inform you of any specific dress requirements for your position.

PROHIBITED CONDUCT

Empower expects that all employees will conduct themselves in a professional and courteous manner while on duty. Employees engaging in misconduct will be subject to disciplinary action up to and including termination of employment. The following is a list of conduct that is prohibited by Empower. This list is not exhaustive and is intended only to provide you with examples of the type of conduct that will not be tolerated by Empower.

- Unexcused absence and/or lack of punctuality
- Release of confidential information without authorization
- Violation of Empower's Drug and Alcohol Free Workplace policy

- Theft or embezzlement
- Willful destruction of property
- Falsification, fraud or omission of pertinent information when applying for a position
- Any willful act that endangers the safety, health or wellbeing of another individual
- Horseplay
- Any act of sufficient magnitude to cause disruption of work or gross discredit to Empower
- Misuse of Empower property or funds
- Possession of firearms, or any other dangerous weapon, while acting within the course and scope of your employment with Empower
- Acts of discrimination or unlawful harassment based on gender, ethnicity or any other basis protected by applicable law or policies
- Failure to comply with Empower's safety procedures
- Insubordination such as a failure to follow a supervisor's legitimate and legal direction.
- Failure to follow any known policy or procedure of Empower or gross negligence that results in a loss to Empower
- Violations of federal, state or local laws affecting the organization or your employment with the organization
- Unacceptable job performance
- Dishonesty
- Failure to keep a required license, certification or permit current and in good standing
- Recording the work time of any other employee, or allowing any other employee to record time on your time record or falsifying any time record
- Poor attendance, including, but not limited to, habitual tardiness and/or absenteeism, leaving early without permission, absence from work without permission, and abuse of time during work hours, to the extent permitted by law.
- Unauthorized use of Empower equipment, materials, time or property
- Working unauthorized overtime or refusing to work assigned overtime
- Failure to take meal and/or work breaks
- Intentionally supplying false information in order to obtain a leave of absence or other benefits from Empower.
- Sleeping or malingering on the job
- Unfit for service, including the inability to appropriately instruct or associate with students.
- Performing unauthorized work on Empower time.
- Unauthorized use of cameras or other recording devices on Empower's premises.
- Making false or malicious statements about any employee or Empower.
- Using abusive, profane, threatening, indecent, or foul language and/or having inappropriate physical contact with students, parents, or other employees at any time on Empower's premises or while performing duties on behalf of Empower.
- Violation of the Employee-Student Relations policy
- Violation of any safety, health, security, or other Empower policies, rules, or procedures.

Although employment may be terminated at will by either the employee or Empower at any time, without following any formal system of discipline or warning, Empower may exercise discretion to utilize forms of discipline that are less severe than termination. Examples of less severe forms of discipline include verbal warnings, written warnings, demotions and suspensions. While one or more of these forms of discipline may be taken, no formal order or procedures are necessary.

This statement of prohibited conduct does not alter or limit the policy of employment at will. Either you or Empower may terminate the employment relationship at any time for any reason, with or without cause, and with or without notice.

CONFIDENTIAL INFORMATION

It is important to Empower to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, all parent and student information, parent and student lists, lesson plans, techniques and concepts, marketing plans, design specifications, design plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law. Personal, private information about other employees and personnel matters are also confidential, if learned as a part of the employee's job performance. This policy also encompasses any and all identifying or confidential information of all former and current students which is protected under the Family Educational Rights and Privacy Act.

Empower devotes significant time, energy, and expense to develop and acquire its trade secrets and confidential information. As an employee of Empower you will, during the course of your employment, have access to and become familiar with various trade secrets and confidential information that are owned by Empower. An employee shall not, directly or indirectly, disclose or use any of the foregoing information other than for the sole benefit of Empower, either during the term of your employment or at any other time thereafter. This information shall not be disclosed except through normal channels and with authorization. Any and all trade secrets or confidential information shall be returned to Empower during extended leaves of absence or upon termination of employment.

During your employment with Empower, you will not be permitted nor required to breach any obligation to keep in confidence, proprietary information, knowledge, or data acquired during your former employment. You must not disclose to Empower any confidential or proprietary information or material belonging to former employers or others.

Although some written and electronic materials owned by Empower may be considered to be public records, employees must refer any person seeking school records or information to Employee Services for handling.

Empower prohibits audio or video recordings in the workplace, during working hours, without authorization of Empower due to privacy and confidentiality concerns and protections.

Failure to comply with this policy may result in disciplinary action, up to and including termination.

OUTSIDE EMPLOYMENT

Employees are required to inform Empower, before accepting any employment or consulting relationship with another person or entity while employed by Empower. While Empower does not uniformly prohibit outside

employment, employees will not be permitted to accept outside work that is competitive with Empower, that creates a conflict of interest that interferes with the employee's work for Empower or that reflects negatively on either the employee or Empower. Employee will not render services in person or by electronic means, paid or otherwise, for any other persons or entity during work hours with Empower. Employee understands that violating this rule may result in a report to the Commission on Teacher Credentialing, as well as disciplinary action up to and including termination.

EXPENSE REIMBURSEMENTS

Empower will reimburse employees for reasonably necessary expenses incurred in the furtherance of Empower's business. In order to be eligible for reimbursement, employees must follow the protocol set forth in Empower's policy regarding expenditures. In general, all expenses must have been previously approved in Purchase Order form by the Administration. Purchase Orders may be obtained and completed through the Business Office. All receipts pertaining to the reimbursement must be original and detailed, and should be submitted on a timely basis in accordance with Empower's expenditure policy to the Business Office for payment process.

EMPLOYEE BENEFITS AND LEAVES OF ABSENCE

Empower is happy to provide eligible employees with a wide range of benefits. The description of Benefits that follows is only a brief summary for your general information. For details and exact information, please contact Employee Services.

PAID SICK LEAVE

Empower enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act to provide paid sick leave ("PSL") to eligible employees.

ELIGIBLE EMPLOYEES

All employees (including full-time, part-time and temporary employees) who work more than 30 days within a year in California are eligible to accrue PSL under the accrual rate and caps set forth in this policy.

PERMITTED USE

Eligible employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member.

For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee as well as any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. "Child" means a biological child, a foster child, an

adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

Employees may also use their PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault.

ACCRUAL RATE, MAXIMUM, AND CARRYOVER

Accrual for non-exempt employees will be calculated based on actual hours worked. Accrual of PSL for eligible exempt employees will be calculated based on a 40-hour workweek or the employee’s normal workweek if the employee normally works less than 40 hours. PSL accrues on an as-worked basis and does not accrue during any non-working time or unpaid leave of absence.

All Regular Full-Time Exempt Employees: Empower provides exempt employees with up to 12 days (or 96 hours) of PSL each school year at an accrual rate of 1 day (or 8 hours) per month beginning immediately upon hire or upon the beginning of the school year, whichever occurs first.

- Certificated regular full-time exempt employees: The accrual of PSL is capped at a maximum of 18 days (or 144 hours). Once the employee’s PSL reaches the maximum, further accrual of PSL is suspended until the employee has reduced the PSL balance below this limit. In such a case, no PSL will be earned for the period in which the employee’s PSL was at the maximum. Accrued but unused PSL will carry over from year to year, subject to a maximum carry over cap of 144 hours.
- Non-certificated regular full-time exempt employees: The accrual of PSL is capped at a maximum of 12 days (or 96 hours). Once the employee’s PSL reaches the maximum, further accrual of PSL is suspended until the employee has reduced the PSL balance below this limit. In such a case, no PSL will be earned for the period in which the employee’s PSL was at the maximum. Accrued but unused PSL will carry over from year to year, subject to a maximum carry over cap of ~~72~~96 hours.

All Other Employees: Eligible employees will accrue one hour of PSL for every 30 hours worked beginning immediately upon hire or upon the beginning of the school year, whichever occurs first. There is a cap on PSL accrual. Employees may accrue up to a maximum accrual of 72 hours of PSL. Once the employee’s PSL reaches the maximum, further accrual of PSL is suspended until the employee has reduced the PSL balance below this limit. In such a case, no PSL will be earned for the period in which the employee’s PSL was at the maximum. Accrued but unused PSL will carry over from year to year, subject to this maximum accrual.

For STRS eligible employees (certificated staff): To the extent permitted by applicable law, unused sick leave may be counted as additional service credit upon retirement with the California State Teachers Retirement System (“STRS”) for those employees who are eligible to participate in such benefits in the year in which they earn the sick

leave. Employees who are not eligible for STRS when they earn sick leave may not apply unused sick leave toward any future STRS benefits if those employees later become eligible.

Unused sick leave will be transferred to any subsequent California public school when requested in writing by the former employee and/or employing district/school to the extent permitted by applicable law. Moreover, incoming employees may transfer unused sick leave from any prior California public school when requested in writing by the incoming employee and verified by the former California public school employer to the extent permitted by applicable law. Such transferred sick leave is only available for credit to STRS and is not credited to the employee's sick leave balance at Empower-.

LIMITS ON USE

Eligible employees may use accrued PSL beginning on the 90th day of employment in accordance with the maximum amounts listed below:

All Regular Full-Time Exempt Employees:

- Certificated regular full-time exempt employees: Each school year, employees may only use a maximum of 18 days (or 144 hours) of their accrued PSL for qualifying reasons.
- Non-certificated regular full-time exempt employees: Each school year, employees may only use a maximum of 12 days (or 96 hours) of their accrued PSL for qualifying reasons.

All Other Employees: Each school year, employees may only use a maximum of 48 hours of their accrued PSL.

PSL may be taken in minimum increments of two hours. If an exempt employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use accrued PSL to make up for the absence.

NOTIFICATION

The employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, the employee must provide notice as soon as practicable.

TERMINATION

Employees will not receive pay in lieu of accrued but unused PSL. Accrued but unused PSL will not be paid out upon termination.

NO DISCRIMINATION OR RETALIATION

Empower prohibits discrimination or retaliation against employees for using their PSL.

INSURANCE BENEFITS

INSURANCE

Full-time employees are entitled to insurance benefits offered by Empower. These benefits will include medical, dental, vision and AFLAC. Empower will have a defined contribution towards the employee's insurance premiums that are Empower sponsored insurance plans. This amount will be determined on an annual basis. The employee's portion of monthly premiums will be deducted from the employee's paycheck on a pre-tax basis.

Full-time employees will also be covered under an insurance policy that includes Life, Short-Term Disability, and Long-Term Disability at no cost to the full time employee. Additional voluntary insurance plans will be offered through Empower, which will be the employee's responsibility to pay all premiums.

If medical insurance premium rates increase, employees may be required to contribute to the cost of increased premiums to retain coverage. Failure to timely request and pay for such coverage will result in the loss of coverage.

DISABILITY INSURANCE (WAGE SUPPLEMENT)

All employees are enrolled in California State Disability Insurance (SDI), which is a partial wage- replacement insurance plan for California workers. Employees may be eligible for SDI when they are ill or have non-work related injuries. Employees may also be eligible for SDI for work related injuries if they are receiving workers' compensation at a weekly rate less than the SDI rate. Specific rules and regulations relating to SDI eligibility are available from the Administration.

FAMILY LEAVE INSURANCE -(WAGE SUPPLEMENT)

Eligible employees are covered by California's Paid Family Leave (PFL) benefit. Paid Family Leave does not provide employees with a protected leave of absence. Rather, Paid Family Leave provides only partial wage replacement benefits when an employee has been approved for a leave of absence. In order to obtain approval for leave of absence for the reasons set forth below, the employee must contact Administration. Leave to care for certain family members may be covered by applicable law for certain eligible employees. Leave that is not covered by applicable law may or may not be approved by Empower, in Empower's sole discretion. Nothing in this policy guarantees that Empower will provide additional leaves of absence other than those already required by applicable law.

The PFL fund is administered by the California Employment Development Department ("EDD"), not Empower, which means that employees must apply to the EDD to receive this benefit. Through the PFL fund, the EDD will provide eligible employees with a wage supplement for a maximum of six weeks within a 12-month period. PFL benefits may be available from the EDD for a leave of absence for the following:

- For the birth or placement of a child, as defined by the PFL law, for adoption or foster care within one year of the birth or placement of the child; or

- To care for an immediate family member (spouse, registered domestic partner, child or parent, grandparent, grandchild, sibling and parent-in-law, as defined by the PFL law) who is seriously ill and requires care.

PFL benefits will be coordinated with an otherwise authorized leave of absence. In such circumstances, the use of PFL benefits and/or paid time off during the leave period will not extend the length of the leave beyond what is required by applicable law and/or Empower policy.

WORKERS' COMPENSATION INSURANCE

Eligible employees are entitled to Workers' Compensation Insurance benefits when suffering from an occupational illness or injury. This benefit is provided at no cost to the employee. See below for a further description of making a claim for Workers' Compensation Insurance benefits.

LEAVES OF ABSENCE

At Empower, we understand employees may experience personal or medical matters during their time of employment here. If an employee has a need for a Leave of Absence, please notify your supervisor and follow the guidelines outlined below.

Under certain circumstances, Empower may grant leaves of absence to employees. Employees must submit requests for leaves of absence in writing to the Administration as far in advance as possible. To open the lines of communication, while on leave, we ask employees to keep in contact with the Administration and notify the Administration if the date to return to work changes. If an employee's leave expires and the employee fails to return to work without contacting the Administration, it will be presumed that the employee abandoned his/her position with Empower and employment may be terminated. If an employee is unable or unwilling to return to work at the expiration of his/her leave of absence, his/her employment may be terminated as permitted by law.

This Guidebook summarizes leave that may be available to employees. Most leave policies have differing requirements for eligibility, duration, benefits, etc. Therefore, employees should contact the Administration to request specific information relating to a particular leave policy. Employee benefits, including, but not limited to, paid sick leave, do not accrue during a leave of absence unless otherwise required by law or by applicable Empower policies.

While out on a leave of absence, employees may not accept employment with another employer or person unless agreed to in advance in writing by the Administration. Acceptance of employment in violation of this policy will be considered an abandonment of the employee's position with Empower, and employment may be terminated. Employees shall not apply for unemployment compensation insurance while out on leave.

FAMILY AND MEDICAL LEAVE¹ (FMLA) / CALIFORNIA FAMILY RIGHTS ACT (CFRA)

~~Eligible~~ Under the Family and Medical Leave (FMLA) and California Family Rights Act (CFRA), eligible employees may request a family and medical leave of absence under the circumstances described below. Eligible employees are those who have been employed by Empower for at least 12 months (not necessarily consecutive), and have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence; For purposes of FMLA leave, and are an eligible employee must also be employed at a worksite where there are 50 or more employees of Empower within a 75-mile radius a 75 miles.

Ordinarily, you must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as practicable. You should use Empower's request form ~~as detailed further below, which is available upon request from Employee Services~~. Failure to comply with this requirement may result in a delay of the start of the leave.

A family and medical leave may be taken for the following reasons:

1. the birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
2. the care of the employee's spouse, child, or parent with a "serious health condition";
3. (CFRA ONLY) the care of the employee's grandparent, grandchild, sibling or registered domestic partner with a "serious health condition";
- ~~34.~~ the "serious health condition" of the employee;
- ~~45.~~ (FMLA ONLY) the care of the employee's spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- ~~56.~~ any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee's spouse, child, registered domestic partner (CFRA only) or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

A "serious health condition" is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You may take a leave under paragraph (2) above only if due to a serious health condition, your spouse, child, parent, grandparent, grandchild, sibling, or registered domestic partner requires your care or assistance as certified in writing by the family member's health care provider. If you are seeking a leave under paragraph (3) above, you must provide Empower with a medical certification from your health care provider establishing eligibility for the leave, and you must provide Empower with a release to

¹~~To be eligible for leave under this policy, an employee must work at a worksite where there are 50 or more employees of Empower within a 75-mile radius.~~

return to work from the health care provider before returning to work. You must provide the required medical certification to Empower in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from Employee Services.

~~Family and medical~~ FMLA/CFRA leave is unpaid and leave may be taken for up to 12 workweeks during the designated 12-month period (with the exception of FMLA qualifying leaves to care for a member of the Armed Services who has a serious illness or injury, which may be taken for up to a total of 26 workweeks of leave during a single 12-month period). The 12-month period will be defined as a “rolling twelve months” looking backward over the preceding 12 months to calculate how much family and medical leave time has been taken and therefore determine the amount of leave that is available. ~~Qualifying FMLA~~ qualifying leaves to care for a member of the Armed Services who has a serious illness or injury will be calculated on the 12-month period looking forward. All time off that qualifies as family and medical leave will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law.

You ~~may will~~ be required to use any accrued PSL during unpaid family and medical leave that is due to your own ~~or a family member's~~ serious health condition. If mutually agreed upon between Empower and the employee, PSL may be used for the care of a qualifying family member or in connection with the birth, adoption or foster care of a child. However, if an employee is receiving benefit payments pursuant to a disability insurance plan (such as California’s State Disability Insurance plan or Paid Family Leave program) or workers’ compensation insurance plan, the employee and Empower may mutually agree to supplement such benefit payments with available PSL.

Benefit accrual, such as PSL and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment. During ~~a family and medical~~ FMLA/CFRA leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

If you do not return to work on the first workday following the expiration of an approved ~~family and medical~~ FMLA/CFRA leave, you will be deemed to have resigned from your employment. Upon returning from such a leave, you will normally be reinstated to your original or ~~an equivalent a comparable~~ position and will receive pay and benefits equivalent to those you received prior to the leave, as may be required by law. In certain circumstances under FMLA leave, “key” employees may not be eligible for reinstatement following a family and medical leave. Empower will provide written notice to any “key” employee who is not eligible for reinstatement.

~~If you have any questions concerning, or would like to submit a request for a family and medical leave of absence, please contact Employee Services.~~

PROCEDURES FOR REQUESTING AND SCHEDULING FMLA LEAVE

An employee should request FMLA/CFRA leave by completing a Request for Leave form (available from Employee Services) and submitting it to Administration. An employee asking for a Request for Leave form will receive a copy of Empower’s then-current FMLA/CFRA leave policy.

~~Employees~~ As mentioned above, employees should provide not less than 30 days’ notice of their intent to take FMLA leave or if such notice is not possible, employees should provide notice as soon as is practicable, for foreseeable childbirth, placement or any planned medical treatment for the employee or his/her ~~spouse, domestic~~

~~partner, child or parent. Failure to provide such notice is grounds for denial of a leave request, except in situations where the need for FMLA leave is an emergency or otherwise unforeseeable qualifying family member.~~

If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he/she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

~~In most cases, Empower will respond to a FMLA leave request within 5 business days of acquiring knowledge that the leave is being taken for an FMLA-qualifying reason.~~ If an FMLA leave request is granted, Empower will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

~~RETURN TO WORK~~

~~Upon timely return at the expiration of the FMLA leave period, an employee is entitled to the same or comparable position to the employee's original position in terms of pay, benefits and working conditions unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.~~

PREGNANCY DISABILITY LEAVE

Empower provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. Employees should make requests for pregnancy disability leave to their supervisor at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. A health care provider's statement must be submitted, verifying the need for such leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to Empower. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.

Empower will make a good faith effort to provide reasonable accommodations and/or transfer requests when such a request is medically advisable based on the certification of a health care provider. When an employee's health care provider finds it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule and such leave is foreseeable based on planned medical treatment because of pregnancy, Empower may require the employee to transfer temporarily to an available alternative position. This alternative position will have equivalent rate of pay and benefits and must better accommodate recurring periods of leave than the employee's regular job.

Eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of four months (or 17 1/3 weeks or 693 hours) per pregnancy. Employees will be required to use any accrued sick time during any unpaid portion of pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program), the employee and Empower may mutually agree to supplement such benefit payments with available sick leave.

Benefit accrual, such as sick leave and holiday benefits, will be suspended during the approved pregnancy disability leave period and will resume upon return to active employment. Group health benefits will be maintained during the approved pregnancy disability leave as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide Empower with at least one week's advance notice of the date she intends to return to work.

When an approved pregnancy disability leave ends, the employee will be reinstated to the same position, unless the job ceased to exist because of legitimate business reasons. An employee has no greater right to reinstatement to the same position or to other benefits and conditions of employment than if she had been continuously employed in this position during the pregnancy disability leave or transfer. If the same position is not available, the employee will be offered a comparable position in terms of such issues as pay, location, job content, and promotional opportunities, if one exists. An employee has no greater right to reinstatement to a comparable position or to other benefits or conditions of employment than an employee who has been continuously employed in another position that is being eliminated.

If you have any questions regarding pregnancy disability leave, please contact Employee Services.

UNPAID LEAVE OF ABSENCE (MEDICAL)

In an effort to comply with its duty to accommodate employees with qualifying disabilities, Empower may provide leaves of absence without pay when an employee is temporarily unable to work due to a mental or physical disability, certified in writing by his or her health care provider, unless such leave would cause an undue hardship to Empower. Approved absences of less than two weeks are not treated as medical leaves of absences but rather as excused absences without pay. Employees granted unpaid medical leave have no right to guaranteed reinstatement.

Employees will be required to use any accrued ~~vacation and~~ PSL during any unpaid portion of this leave. Benefit accrual, such as ~~vacation~~, paid sick leave, and holiday benefits, will be suspended during an unpaid medical leave period and will resume upon return to active employment. Unless otherwise required by law, Empower does not continue to pay premiums for health insurance coverage for employees on unpaid medical leave. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

UNPAID LEAVE OF ABSENCE

Under emergency circumstances for personal or other reasons, you may need to be temporarily released from the duties of your job with Empower. It is the policy of Empower to allow its eligible employees to apply for and be considered for certain specific leaves of absence not otherwise set forth in this handbook.

~~Time off for any reason during a working day will count first against your allotted paid time off. Thereafter, unless specifically exempted, any time off will be without pay.~~

Failure to return to work as scheduled from an approved leave of absence, or failure to inform Employee Services of an acceptable reason for not returning as scheduled, will be considered a voluntary resignation of employment.

All requests for leaves of absence shall be submitted in writing to Employee Services. Each request shall provide sufficient detail, including the reason for the leave, the expected duration of the leave, and the relationship of family members, if applicable.

Regular full time employees who have completed one year of service are eligible for an unpaid personal leave of absence of thirty (30) calendar days. During that time, you may remain covered under Empower's medical plans subject to plan eligibility and requirements and must continue to pay their portion of the applicable premiums.

A request for a personal leave will be evaluated on a number of factors, including anticipated operational and staffing requirements during the proposed time of absence. In the case where the initial 30 calendar days are insufficient, consideration may be given for an extension of 30 more days if your manager is informed in writing.

If you are on leave for more than 30 days, you must pay the full costs of your insurance benefits. Empower will resume payments when you return to active employment.

FUNERAL/BEREAVEMENT LEAVE

Empower employees will be allowed up to 5 consecutive working days off to arrange and attend the funeral of an immediate family member (3 days in-state or 5 days out of state). Regular exempt full-time employees will receive this time with pay. For all other employees, the time off will be unpaid.

For purposes of this policy, an employee's immediate family member includes a current spouse, parent, legal guardian, sibling, child, current parent-, sister-, or brother-in-law, grandparent, grandchild, or domestic partner.

In certain circumstances, Empower may offer up to two weeks of additional paid bereavement leave. Such leave will be allowed only at the discretion and approval of the Administration.

MILITARY LEAVE OF ABSENCE

All employees who leave Empower for active military service or military reserve duty will be placed on an unpaid military leave of absence. Employees are entitled to reinstatement upon completion of such military service or duty, provided an application for reinstatement is made within 90 days of discharge, or as otherwise provided by law.

Time spent on military leave counts for purposes of determining "length of service." However, you will not accrue sick leave or receive holiday pay during military leave.

FAMILY MILITARY LEAVE

Qualified employees are eligible for up to 10 days of unpaid leave when their spouse or registered domestic partner is on leave from military deployment. A qualified employee is one who regularly works more than 20 hours per week and whose spouse or registered domestic partner is a member of the Armed Forces, National Guard, or Reserves and is on leave from deployment during a period of military conflict.

If you are eligible for such leave, please submit a written request for leave to Employee Services within two business days of receiving official notice that your spouse or registered domestic partner will be on leave from deployment.

You will also be required to provide written documentation certifying that your spouse or registered domestic partner will be on leave from deployment.

The employee may take this time off without pay unless otherwise required by applicable law.

DRUG AND ALCOHOL REHABILITATION LEAVE

Empower will reasonably accommodate an employee who voluntarily enters and participates in an alcohol or drug rehabilitation program, including potentially providing unpaid leave to participate in the program, provided that the accommodation does not impose an undue hardship on Empower. Empower will not pay for the costs incurred in attending a rehabilitation program. An employee who wishes to identify him or herself as an individual in need of the assistance of an alcohol or drug rehabilitation program may contact the Administration. Empower will take all reasonable steps necessary to maintain the employee's privacy in this situation. The employee may use paid sick leave, if any, during requested leave.

Nothing in this policy shall prohibit Empower from refusing to hire or from discharging an employee who, because of his or her current use of alcohol or drugs, is unable to perform his/her duties or cannot perform the duties in a manner that would not endanger his/her health or safety or the health or safety of others. This policy in no way restricts Empower's right to discipline an employee, up to and including termination of employment, for violation of Empower's Drug and Alcohol Abuse Policy.

TIME OFF TO ATTEND CHILD'S SCHOOL DISCIPLINE

Any employee who is a parent or legal guardian of a child that has received written notice from the child's school requesting his or her attendance at a disciplinary conference is entitled to take unpaid leave to attend the conference. Please contact the Administration to determine eligibility and scheduling before taking any leave to attend a disciplinary conference.

TIME OFF TO ATTEND CHILD'S SCHOOL ACTIVITIES

If you are the parent or guardian of a child who is in school up to grade 12, or who attends a licensed day care facility, you may take up to 40 hours of unpaid leave per year to participate in the activities of the school or day care facility, to find, enroll or reenroll your child in a school or with a licensed child care provider and/or to address a child care provider or school emergency. You may take no more than eight hours off for this purpose in any one calendar month. Unless it is to address an emergency, you should schedule this time off with your supervisor in advance.

You may be asked to provide documentation from the school or day care facility that you participated in the activity to confirm your attendance at its facility for reasons covered under this policy on the specific date and time that you took the leave. This time off is unpaid.

TIME OFF FOR JURY AND WITNESS DUTY

Empower encourages employees to serve on jury or witness duty when called. An employee must notify their supervisor of the need for time off for jury or witness duty as soon as a notice or summons from the court or a subpoena is received. Time off for jury and witness duty is unpaid. Any jury pay or mileage may be kept by the

employee. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek.

Verification from the court clerk of having served may be required and you will be expected to report or return to work for the remainder of your work schedule on any day you are dismissed from jury or witness duty.

In the event that the employee must serve as a witness within the course and scope of his or her employment with Empower, Empower will provide time off with pay.

RIGHTS FOR VICTIMS OF ~~DOMESTIC VIOLENCE, SEXUAL ASSAULT, AND STALKING~~ CRIME OR ABUSE

Right to Time Off:

~~All employees have the right to take time off from work to get help to protect themselves and their children's. If you are the victim of stalking, domestic violence, sexual assault, or a crime that caused physical injury or that caused mental injury and a threat of physical injury, or if your immediate family member is deceased because of a crime, you are permitted to be absent from work to seek relief related to the crime or abuse. Relief includes, but is not limited to, obtaining a temporary restraining order, a restraining order, or other injunctive relief to help ensure the health, safety, or welfare. All employees can take time off to get a restraining order or other court order. All employees can of you or your child. You are permitted to take leave for this purpose whether or not any person is arrested for, prosecuted for, or convicted of committing the crime. All employees can also~~ take time off from work to get medical attention or services from a domestic violence shelter, program, or rape crisis center, or receive psychological counseling or safety planning related to domestic violence, sexual assault, or stalking.

Employees may use available accrued PSL. Otherwise, the time off is unpaid. In general, employees are not required to provide documentation for time off under this policy. However, employees shall provide reasonable advance notice of their intent to take time off, unless advance notice is not feasible. If employees are unable to provide advance notice for time off under this policy, they can provide certification of their absence (such as a police report, court order, or health care provider certification, or other documentation that reasonably verifies that the crime or abuse occurred and your absence was for an authorized purpose) within a reasonable time period thereafter.

If employees provide reasonable advance notice or provide documentation within a reasonable time period thereafter for an unscheduled absence, they will not be subject to any disciplinary action for time off under this policy.

Right to Reasonable Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking:

Employees have the right to ask Empower for help or changes in their workplace to make sure they are safe at work. Empower will work with its employees to see what changes can be made. Changes in the workplace may include putting in locks, changing shifts or phone numbers, transferring or reassigning the employee, or help with keeping a record of what happened to the employee. Empower may ask the affected employee for a signed statement certifying that this request is for a proper purpose and may also request proof showing the need for an accommodation. Empower will maintain confidentiality regarding any requests for accommodations under this policy.

Prohibition on Retaliation and Discrimination: Empower is committed to ensuring employees are not treated differently or retaliated against because of any of the following:

- The employee is a victim of ~~domestic violence, sexual assault, or stalking~~ a crime or abuse.
- The employee asked for time off to get help
- The employee asked Empower for help or changes in the workplace to ensure safety at work.

Right to File a Complaint: If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with his or her supervisor and/or the Labor Commissioner's Office.

For more information, contact the Labor Commissioner's Office by phone at 213-897-6595 or visit a local office by finding the nearest one on ~~our~~ its website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

TIME OFF FOR VICTIMS OF CRIME

If you are the victim—or an immediate family member (i.e., spouse, registered domestic partner, child, step-child, sibling, step-sibling, parent, step-parent, or the child of a registered domestic partner) of the victim—of a violent felony, serious felony (as defined by the California Penal Code), or felonies related to theft or embezzlement, you are permitted to be absent from work to attend judicial proceedings related to the crime.

You must provide your supervisor with written notification for each scheduled proceeding, unless advance notice is not possible. This time off is unpaid.

The types of verification Empower may require for an unscheduled judicial processing include: documentation evidencing the judicial proceeding from any of the following entities: the court or government agency setting the hearing; the district attorney or prosecuting attorney's office; or the victim/witness office that is advocating on behalf of the victim.

TIME OFF FOR VOLUNTEER FIREFIGHTERS, RESERVE PEACE OFFICERS OR EMERGENCY RESCUE PERSONNEL

If you are a registered volunteer firefighter, reserve peace officer, or emergency rescue personnel (including an officer, employee or member of a disaster medical response entity sponsored or requested by the state) who intends to perform emergency duty during work hours, please alert your supervisor so Empower is aware of the fact that you may have to take time off to perform emergency duty. In the event any employee needs to take time off for this type of emergency duty, a supervisor must be notified before leaving work. All time off for these purposes is unpaid.

Registered volunteer firefighters, reserve peace officers or emergency rescue personnel are eligible to take temporary unpaid leaves of absence for fire or law enforcement training not to exceed 14 days per calendar year. In the event you need to take time off for this type of emergency duty/~~training~~, you must notify your supervisor and Employee Services in advance.

CIVIL AIR PATROL LEAVE

Empower will not discriminate against an employee for membership in the Civil Air Patrol. Additionally, Empower will not retaliate against an employee for requesting or taking Civil Air Patrol leave, which is unpaid.

Empower will provide not less than 10 days per year of leave but no more than 3 days at a time to employees who are volunteer members of the California Wing of the Civil Air Patrol unless the emergency is extended by the entity in charge of the operation and Empower approves the leave. Employees must have been employed by Empower for at least 90 days immediately preceding the commencement of leave, and must be duly directed and authorized by a political entity that has the authority to authorize an emergency operational mission of the California Wing of the Civil Air Patrol.

Employees must request leave with as much notice as possible in order to respond to an emergency operational mission of the California Wing of the Civil Air Patrol.

Leave under this policy is unpaid. Following leave under this policy, an employee must return to work as soon as practicable and must provide evidence of the satisfactory completion of civil air patrol service. If the employee complies with these requirements, the employee will be restored to their prior position without loss of status, pay, or other benefits, unless the employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee.

TIME OFF TO VOTE

Empower encourages all employees to fulfill their civic responsibilities and to vote in all public elections. Most employees' schedules provide sufficient time to vote either before or after working hours.

Because polls are open from 7:00 a.m. until 8:00 p.m., employees generally are able to find time to vote either before or after their regular work schedule. If you do not have sufficient time outside of working hours to vote and have not requested an absentee ballot, you may receive up to two hours of paid time off to vote. Any additional time off will be without pay.

Employees must request time off from their supervisor at least two working days before election day so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to normal work schedules.

If approved for time off, you will not incur any attendance infractions for missing work to vote. Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

WORKERS' COMPENSATION LEAVE

Empower will grant you a workers' compensation disability leave in accordance with state law if you incur an occupational illness or injury. As an alternative, Empower may offer you modified work. Leave taken under the workers' compensation disability policy runs concurrently with family and medical leave under both federal and state law (if eligible) and is unpaid (although certain wage replacement benefits may be available).

An employee who sustains a work-related injury or illness should inform his or her supervisor and Employee Services immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage.

LEAVE FOR BONE MARROW AND ORGAN DONORS

Pursuant to California law, Empower will provide up to five business days of paid leave within a one-year period to an employee who donates bone marrow to another person. In addition, Empower will also provide up to 30 business days of paid leave within a one-year period and up to 30 business days of *unpaid* leave within a one-year period to an employee who donates an organ to another person. This one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months.

Empower requires that bone marrow donors use up to five days of available accrued sick time during the course of the leave. Organ donors must use up to ten days of available accrued PSL time during the course of the leave.

To qualify for this leave, an employee must have been employed for at least 90 days prior to the commencement of the leave and must provide Empower with written verification of his or her status as an organ or bone marrow donor and the medical necessity for the donation. During such leave, Empower will continue coverage under its group medical insurance plan, if applicable. However, employees must continue to pay their portion of the applicable premiums. Employees should give Empower as much notice as possible of the intended dates upon which the leave would begin and end.

ADULT LITERACY LEAVE

Pursuant to California law, Empower will reasonably accommodate any eligible employee who seeks to enroll in an adult literacy education program, provided that the accommodation does not impose an undue hardship on Empower. Empower does not provide paid time off for participation in an adult literacy education.

EMPLOYMENT EVALUATION AND SEPARATION

EMPLOYEE REVIEWS AND EVALUATIONS

To encourage open communication with employees and supervisors, Empower supports the Performance Review also known as Reflective Supervision process. Empower strives to conduct employee performance reviews annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems.

There are several advantages to work planning:

- It helps you and your supervisor establish priorities among different work activities. It sets standards or goals that can help you increase your own productivity by providing a focus on your efforts in relation to goals.
- It provides an opportunity for you to share your ideas on doing your job better.
- It establishes expectations in advance, together with the results that will be used to determine success, which will help to ensure that your performance is judged fairly.

The performance evaluations are intended to make you aware of your progress, areas for improvement and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions or retention of your job. Salary increases and promotions are solely within the discretion of Empower and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with the Administration, and that you are aware of its contents. The evaluation system in no way alters the employment at-will relationship. Failure by Empower to conduct a performance review will not prevent Empower from terminating your employment.

DISCIPLINE AND INVOLUNTARY TERMINATION

Violation of Empower's policies and rules may warrant disciplinary action, which may take multiple forms, including verbal warnings, written warnings, suspensions or termination. Empower's disciplinary system is informal and Empower may, in its sole discretion, utilize any form of discipline it deems appropriate under the circumstances, up to and including termination of employment upon the first offense.

VOLUNTARY TERMINATION

Either the employee or Empower may terminate the employment relationship at any time, with or without notice and with or without cause. We hope that you will enjoy your employment with Empower. However, if you decide to resign, while it is not required, Empower requests that you give as much advance notice as possible (preferably two weeks) to allow Empower to plan for your departure.

Empower values its employees and is committed to providing a positive, rewarding and productive work environment. As a result, we appreciate your honest feedback during your exit interview. An exit interview may be scheduled on the last day of work with the Administration. The purposes of the exit interview is to review eligibility for benefit conversion, to ensure that all necessary forms are completed, to collect any Empower property (including keys, equipment, documents and records) that may be in the employee's possession, to review the employee's obligations regarding confidential information, and to provide the employee with the opportunity to make any constructive comments and suggestions on improving the working environment at Empower. Final pay will be provided in accordance with state law.

RETURN OF PROPERTY

Employees are required to return Empower property that is in their possession or control in the event of termination of employment, resignation, or layoff, or immediately upon request. We may also take all action deemed appropriate to recover or protect Empower property.

REFERENCES

All requests for references and employment verifications must be promptly directed to the Administration. When contacted for a reference or employment verification, Empower will only provide information concerning dates of employment and the title of the last position held. Other employees may not provide any employment verification.

ACKNOWLEDGEMENT OF GUIDEBOOK AND AT WILL EMPLOYMENT

I acknowledge that have received the Employee Guidebook. I have read the Guidebook and understand the contents of the Guidebook. I agree to abide by all of Empower's policies.

I understand and agree to my at-will employment status as described in the Guidebook, summarized as follows:

- This Guidebook does not in any way reflect a contract of employment, either express or implied between Empower and me.
- Empower is an at-will employer. I am free to terminate the employment relationship with Empower at any time; Empower, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me for any or no reason at any time. Specifically, Empower may modify all terms of employment including any policy or practice and/or my hours, wages, working conditions, job assignments, position title, compensation rates and benefits in its sole discretion.
- Nothing in this Guidebook creates, or is intended to create, a promise or representation of continued employment or guaranteed terms and conditions of employment for me. Further, there is no agreement, express or implied, written or verbal, between the employee and Empower for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment.

I understand that no supervisor or representative of Empower has the authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will. I understand that only the Board of Directors has the authority to make any such agreement and then only in writing signed by the Board of Directors.

Employee's Name: _____

Employee's Signature: _____

Dated: _____

[TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE]

OPERATIONAL MEMORANDUM OF UNDERSTANDING BETWEEN

EMPOWER GENERATIONS CHARTER SCHOOL AND ACTON-AGUA DULCE UNIFIED SCHOOL DISTRICT

THIS OPERATIONAL MEMORANDUM OF UNDERSTANDING (hereinafter “MOU” or “Agreement”) is made and entered into as of this 1 day of July, 2021, by and between the Board of Trustees of the Acton-Agua Dulce Unified School District (hereinafter “AADUSD” or “District”), a public school district organized and existing under the laws of the State of California, and Empower Generations Charter School (hereinafter “Charter School”), a nonprofit public benefit corporation duly organized under the laws of the State of California (collectively, “the Parties”).

RECITALS

WHEREAS, the District and the Charter School desire to enter into this MOU to document the arrangement and agreement between the parties regarding the Charter School’s funding and programs, and the District’s statutorily prescribed supervisory oversight of the Charter School, and the provision of administrative and/or special education services to the Charter School; and

WHEREAS, the Charter School has developed and submitted a Charter Petition to establish a charter school to the District; and

WHEREAS, by approving the Charter Petition, the District shall be the authorizing agency of the Charter School; and

WHEREAS, guidelines regarding the Charter School’s program, operation, structure, and obligations in operating the school, are set forth in the Charter Petition, attached hereto as Exhibit A, and incorporated herein by reference; and

WHEREAS, the establishment and operation of the Charter School shall be in compliance with the laws and regulations of the State of California and the California Department of Education as they pertain to charter schools; and

WHEREAS, upon execution of this Agreement by the Parties and upon approval by the District, this Agreement shall be considered a material revision of the charter and shall become a fully incorporated part of the charter; and

WHEREAS, the terms of this MOU shall prevail over any inconsistent terms of the charter.

AGREEMENT

NOW THEREFORE, in consideration of the promises, covenants and agreements herein set forth, the District and Charter School hereby agree as follows:

1. Term: This MOU shall be for the following term, to commence on 1st day of July 2021 and ending on the termination date of the Charter School’s charter. This MOU is subject to termination for cause, as specified in Paragraph 48, below, including revocation of the charter as specified in Paragraph 47, below.

2. Renewal: This MOU shall be automatically renewed for an additional fiscal year on July 1 thereafter, unless written notice of intent to terminate or renegotiate is given by either party prior to May 1 in that year, preceding. In no event shall any renewal term extend beyond the maximum term of the Charter granted to the Charter School as determined by action of the AADUSD Board of Trustees pursuant to Education Code section 47607. Examples:

Compliance with required reporting and other state mandates for charter schools

Unqualified annual financial audits that do not include material weaknesses, scope limitations or any other type of limitation that would prevent ongoing fiscal stability as demonstrated through the submission of quarterly financial statements

AB 1505

Academic performance as determined by criteria established by the California State Board of Education, in addition to data criteria and adopted indicators established by the California Department of Education.

All subject to the determination and assessment of the authorizer (AADUSD).

3. Designation of Charter School.: The Charter School shall be responsible for all functions that relate to the educational services, management, and operation of the Charter School, subject to the terms and conditions set forth in this MOU, the Charter, the Charter Schools Act of 1992, and any other applicable federal and/or State laws. The Charter School agrees that all publications of every kind by or for the Charter School shall prominently identify the name of the Charter School as follows: Empower Generations Charter School. The Charter School shall ensure that its name is correctly spelled in all notifications to the State and in its corporate documents.

4. Charter School Authority: The Charter School, in performing its duties and obligations under this MOU and Charter, shall have the power and authority, consistent with federal and State law and subject to other terms and conditions of this MOU to: (1) contract for goods and services with the District and/or any qualified third party; (2) prepare a budget; (3) perform personnel services not otherwise provided by the District pursuant to this MOU; (4) procure insurance; (5) lease or otherwise contract with any qualified third party for the use of facilities for school purposes and the operation and maintenance thereof; (6) purchase, lease, or rent furniture, equipment and supplies; (7) accept gifts, donations or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and are not contrary to any of the terms of this MOU; (8) perform the business administration of the school; (9) establish and conduct an educational program and curriculum for the Charter School as provided in the Charter; (10) conduct extra and co-curricular activities and programs; (11) conduct professional development for all personnel; (12) select and acquire instructional materials, equipment and supplies; (13) exercise such other powers as are provided for elsewhere in this MOU to the extent consistent with this MOU; and (14) generally, take such other actions as may be necessary and desirable to operate the Charter School.

5. Third Party Contracts: Third party contracts over \$100,000 shall be disclosed to the District. The contract will not violate applicable conflict of interest laws or the Charter School's own conflict of interest policy. The Charter School will use its best efforts to ensure that the third-party contractor complies with all reasonable requests by the District for financial records and inquires regarding financial records, and that failure of the contractor to promptly provide financial records upon

request and respond to inquiries regarding financial records may be considered a breach of the charter and grounds for revocation. Disclosure will include:

- A. A copy of the contract specifying the exact services that will be provided and the cost, the term of the contract.
- B. A description of the third-party contractor's roles and responsibilities for the operation of the Charter School.

Additional services may be contracted by the Charter School from the District if available pursuant to a separate written agreement between the Parties.

6. Procurement Procedures: The Charter School agrees to follow all applicable state and federal guidelines regarding procurement procedures.

7. Charter School Governance: The Charter School will be governed by the Charter School's Board of Directors pursuant to its Charter and bylaws. At its election, the District's Board of Trustees may appoint a representative, to be determined by the District, to serve as a voting or nonvoting member of the Board of Directors and/or as the District's contact person with the Charter School.

8. Board of Directors Meetings: The Board of Directors of the Charter School shall conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to the Charter School through implementation of effective board policies and procedures. Board of Directors meetings shall be conducted pursuant to the requirements of the Ralph M. Brown Act (Government Code § 54950-54962). Board of Directors adopted policies, meeting agendas, and minutes shall be maintained and available for public inspection and during site visits. For all regular and special meetings of the Board of Directors and all standing committee meetings, the Charter School will give a copy of the board annual meeting dates to the District and shall post the agenda, no less than 72 hours prior to a regular meeting and no less than 24 hours prior to a special meeting. The posted agenda shall contain a description of where the agenda was posted and that the meeting is held in compliance with the Americans with Disabilities Act. Once approved by the Charter School's Board of Directors, the Charter School shall post the Board Minutes to the school website. The Board Agendas and Minutes can be provided to the District upon request.

9. Facilities: If the Charter School leases facilities for any purpose during the school year, they shall provide a copy of that lease and certificate of occupancy, as well as, any conditional use permits issued by the local jurisdiction to the District no later than 10 business days prior to the first day on which students will be in attendance. The Charter School recognizes that its facilities must conform with any federal or State requirements that may be applicable to charter schools.

The Charter School intends to secure and provide facilities for administration and classroom use at no cost to the District. The Charter School shall also be responsible for the maintenance, operations, and insurance of its facilities. The Charter School waives any right to facilities, furniture, fixtures or equipment it might be eligible for Proposition 39, codified at Education Code 47614, or its implementing regulations or any related laws enacted in the future.

10. Equipment and Materials: All equipment and materials purchased by the Charter School with Average Daily Attendance ("ADA") funding generated by students enrolled in the Charter School shall remain the property of the Charter School while the Charter School is operational and until closure of the Charter School. If the Charter School is required to liquidate such equipment or materials to

repay or return State funds upon closure of the Charter School, or to repay creditors, all remaining net assets of the Charter School (after payment of all creditors), including equipment and materials purchased with ADA funding generated by students enrolled in the Charter School, shall be distributed following the dissolution procedures outlined in the Charter under "Closure Protocol" to another public educational entity for the benefit of public education, where the "public educational entity" shall be located within Los Angeles County and may be a California school district, county office of education, or charter school as selected by the Charter School. The Charter School shall be solely responsible for maintaining such equipment and/or materials in good working order and may not use such equipment and/or materials for any personal or private use. The Charter School shall mark and identify, and maintain a written inventory of all such equipment and materials with a purchase value of five hundred dollars (\$500.00) or more. The written inventory can be provided upon request. The written inventory shall include the original purchase price and date, a brief description, serial numbers and other information appropriate for documenting the Charter School's assets. Property shall be inventoried on an annual basis and lists of any missing property or other dispositions shall be presented to the Charter School's Board. The Charter School shall account for all assets obtained in its financial reports.

11. Transportation: The Charter School shall be solely responsible for the direct cost of all transportation services if provided, including field trips, provided by the Charter School for its pupils. The Charter School shall ensure that Charter School fieldtrip consent and medical insurance forms are consistent with the requirements set forth in Acton-Agua Dulce District forms. The District shall not be responsible for providing or paying any costs in connection with transporting any Charter School students at any time.

12. Food Services: The Charter School shall be solely responsible for the direct cost of all food services provided by the Charter School for its pupils if provided. The District shall not be responsible for providing or paying any costs in connection with food service to Charter School students at any time. Any additional costs not covered by federal and State nutritional grants shall be borne by the Charter School.

13. Administrative Services: The Charter School may contract with the District or County Office of Education or a reputable, bonded, and insured payroll contractor ("Vendor"), to prepare payroll checks, tax and retirement withholdings, tax statements, and to perform other payroll support functions. This provision of the MOU applies to administrative services including but not limited to payroll, State Teachers Retirement System ("STRS") and/or Public Employees Retirement System ("PERS") report and contributions, accounting and fiscal services including accounts payable, billing, accounts receivable, and other duties as set forth in the Charter. The Charter School shall provide the District a copy of its agreement upon request. The Charter School shall be solely responsible for the direct cost of all other administrative services provided by the District to the Charter School, including but not limited to the following: STRS and/or PERS county-wide reporting as set forth in Paragraph 37 below; Special Education Administrative Oversight; Staff Development; Fiscal Services (beyond oversight); and the District's Annual fees.

The Charter School will establish and oversee a system to prepare attendance reports and submit payroll check requests per district guidelines. The Charter School will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies, and (2) the correct tax, retirement, disability, and the withholding have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on documented checks that are separate from payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form, tax withholding forms, retirement data and use of sick and vacation leave.

14. Fiscal Services: The District and the Charter School agree that the District shall not act as a fiscal agent for the Charter School. It is understood that the Charter School shall be responsible for all fiscal services such as payroll, purchase orders, attendance reporting, and state budget forms, but may contract with the District for services by way of a separate mutually exclusive written agreement. To the extent that the District is required to submit financial forms on behalf of the Charter School, the Charter School is responsible for providing the necessary information to the District in a timely manner and in a format acceptable to the District and in accordance with this MOU. The Charter School agrees to follow processing schedules and any other District business office procedures.

15. Pupil Records: The Charter School shall at all times maintain Charter School pupil records, including but not limited to cumulative files, student work portfolios, immunization records, special education files, and/or attendance verification at the school site located within Los Angeles County. Notwithstanding Education Code section 47610, the Charter School shall comply with Education Code sections 49060 through 49079. Charter School pupil records maintained by the Charter School shall be made available for inspection by the District at any time for purposes of verifying that the Charter School is in compliance with all State and federal laws, its charter, and this MOU.

16. Notice to Parents/Guardians: Annually, the Charter School shall provide to the District a copy of the annual notice sent to all parents/guardians regarding their rights under the Family Educational Rights and Privacy Act ("FERPA"). If the Charter School receives Title I funding, parent notice shall provide information regarding the federal Every Student succeeds Act, including the right to request and receive essential information about the professional and educational background of the teacher(s) instructing their child and notification when their child is taught for four or more weeks by a teacher who is not "highly qualified" as contemplated by the Every Student Succeeds Act.

17. Complaint Procedure: Any complaints/concerns received by the District about any aspect of the operation of the Charter School or about the Charter School shall be forwarded by the District to the Charter School in a timely manner. To the extent that such concerns/complaints may involve issues related to possible revocation or non-renewal of the charter, the District may request that the Charter School inform the District of how such concerns/complaints have been addressed and the Charter School agree to provide such information.

18. Family Educational Rights and Privacy Act ("FERPA"). Employees of the Charter School who have a legitimate educational interest are entitled to access students' education records under 20 U.S.C. section 1232g, the Family Educational Rights and Privacy Act ("FERPA") and Education Code section 49076(b)(6). The Charter School, its officers, and employees shall comply with FERPA at all times. In addition, it is agreed that the District has an educational interest in the educational records of the Charter School such that the District shall have access to those records for reasons that include, but are not limited to, records requests, complaints, and school closure. Records, at a minimum, shall include emergency contact information, health and immunization date, attendance summaries, and academic performance data from the statewide student assessments required pursuant to Education Code sections 60605 and 60851.

19. Fingerprint and Criminal Record Summary Services: The Charter School, at its sole cost and expense, shall obtain fingerprint, criminal record summaries and subsequent arrest information for all Charter School employees in positions requiring contact with minor children in accordance with the requirements of Education Code section 44237. The Charter School shall require all subcontractors and vendors whose duties require contact with Charter School students to submit fingerprints in accordance with Education Code section 45125.1. The Charter School shall certify with the District that it is in

compliance with this paragraph. The Charter School shall make Charter School employee fingerprint verification information available to the District upon request.

20. Indemnity: Except for claims arising from the District's sole or separate negligence, recklessness or willful misconduct, the Charter School will defend and indemnify the District and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise in any manner from the Charter School's operations, or use and occupancy of the Site. The District, in turn, will defend and indemnify the Charter School and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise from the District's contractual or legal obligations under this MOU or its sole and separate negligence. It is the express intent of the Parties to provide the District the broadest indemnity protection available, consistent with applicable laws, and any doubts shall be resolved in favor of indemnifying the District. The indemnity provisions of this MOU shall survive the expiration or termination of this MOU.

The Charter School agrees to pay any attorneys' fees and costs incurred by the District, or the District's insurer that provides liability or property coverage to the District, which are incurred in any successful effort by the District or the insurer to invoke or enforce the indemnification and insurance provisions of this Agreement. Any successful effort includes, but is not limited to: (1) the District prevailing in any litigation against the Charter School, or its insurance providers, seeking to invoke or enforce the indemnification and insurance provisions of this Agreement, and (2) voluntary acceptance of the indemnification and insurance provisions of this Agreement by the Charter School or its insurance providers. All fees and costs incurred by the District or the insurer, after the District or the insurer has requested in writing, that the Charter School or its insurance provider comply with the indemnification and insurance provisions of this Agreement, shall be paid to the District, or the insurer, whichever has paid the fees and costs.

21. Insurance Coverage: No later than July 1st, proceeding the charters first operational year or such earlier time as the Charter School may employ individuals or acquire or lease property or facilities, the Charter School shall procure from an insurance carrier licensed to do business in the State of California, and maintain in full force during the term of the charter, at its own expense, at least the following insurance coverage:

- A. Property Insurance: Property insurance shall cover replacement costs, if offered by the insurance carrier, including coverage for all assets listed in the Charter School's property inventory and consumables. If full replacement value coverage is not available, the Charter School shall procure property insurance in amounts as close to replacement value as possible.
- B. General Liability: General liability insurance shall be no less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate for bodily injury, personal injury, civil rights claims (including employment discrimination), and property damage.
- C. Workers' Compensation: Workers' compensation insurance adequate to protect the Charter School from claims under Workers' Compensation laws and within statutory limits.
- D. Directors and Officers Liability Insurance: Directors' and officers' liability insurance, including employment practices liability insurance, shall be obtained and kept in force at

all times and shall be no less than \$50,000.00 per occurrence and \$500,000.00 general aggregate.

- E. Automobile Liability: Automobile liability insurance to the extent necessary and in amounts appropriate for the type and use of the automobile(s).

The Charter School will also institute risk management policies and practices to address reasonably foreseeable occurrences and provide the District with a copy of the policies and a certification that such policies and practices have been instituted.

The Charter School shall not issue enrollment packages to prospective students, enter into employment contracts, or otherwise engage in activities related to instruction under the Charter until all required insurance certificates have been set in place.

The Charter School's insurance policies shall include the following (1) a statement that the District and its officers, employees and agents are named as additional insured by way of endorsement to the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District. The certificates shall also include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance program or self-insurance carried or maintained by the District or its Governing Board. Each insurance company shall be an insurer admitted to do business in California with a "VIII" or better rating according to the current edition of Best's Insurance Reports.

The certificates shall provide for thirty (30) days written notice to the District of any modification, change, or cancellation of any of the above insurance coverage. The District may request to see evidence of insurance coverage. It shall be expressly understood that the coverage and limits referenced herein shall not in any way limit the liability of the Charter School.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Charter School, and any approval of said insurance by the District, or its insurance consultant(s), are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Charter School pursuant to this MOU, including but not limited to, the provisions concerning indemnification.

22. Special Education Services and Section 504:

- A. The Charter School is expected to pursue Local Education Agency ("LEA") status and may join the SELPA of their choosing for the sole purpose of receiving special education funding. If a letter from the SELPA approving the Charter School's status as an LEA is not received by July 1st of the preceding year, the Charter School will operate as a public school of the District for the following school year for purposes of special education. Should the Charter School operate as a public school of the District, both parties agree that funding for special education at the Charter School will be allocated by the Antelope Valley SELPA and that the responsibilities and obligations of the District and the Charter School regarding the provision of special education and related services for students enrolled in the Charter School shall be set forth in a separate memorandum of understanding between the Parties. Such memorandum of understanding shall be in place prior to the opening of the Charter School.

- B. The Charter School shall be solely responsible for the Charter School's compliance with the Individuals with Disabilities and Education Improvement Act (20 U.S.C. sections 1400, et seq.) (hereinafter "IDEIA"), including but not limited to any and all costs to provide special education and related services to the Charter School's students including transportation and contracting with qualified service providers. As such, the parties understand and agree that the Charter School shall at all times be solely responsible for compliance with the IDEIA in all aspects and for providing students with exceptional needs who attend the Charter School a free and appropriate public education in compliance with the IDEIA. The Charter School shall comply with all policies and procedures adopted by the SELPA. The Charter School shall defend and indemnify the District and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, and losses, and shall pay all costs, including the District's attorneys' fees, associated with any due process hearing or legal action arising out of the Charter School's provision of special education and/or related services to former students of the Charter School, students attending the Charter School, or students seeking to enroll in the Charter School.
- C. The Charter School shall be solely responsible for complying with all requirements of Section 504 of the Rehabilitation Act, including but not limited to, holding Student Study Team meetings, developing and implementing Section 504 Accommodation Plans, and responding to complaints filed with the Office of Civil Rights as a function of the general education program.
- D. Any potential funding from Assembly Bill 602 for special education shall be based on the SELPA's funding allocation plan and be passed through in the same manner as any LEA within the SELPA.
- E. Charter Schools must pay an equitable share of encroachment. Paying encroachment is a statutory requirement. (E.C. 47646)

23. Oversight Monitoring: Oversight monitoring of Charter School shall be in compliance with applicable law, District Board policy, and the terms of the approved charter. At the District's request, the Charter School and District personnel shall meet monthly to discuss areas of concern, review and monitor records and student progress.

24. Supervisory Oversight Fee: In consideration for the actual costs of supervisory oversight by the District, the Charter School shall pay an amount not to exceed one percent (1%) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Supervisory oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a) through (e), only. For purposes of this section, "revenue of the charter school" means the amount received in the current fiscal year from the local control funding formula calculated pursuant to Section 42238.02, as implemented by Section 42238.03. "Revenue" for purposes of this calculation shall not include Charter School fund-raising activities, private donations, other public grants, or any other source of income developed by the Charter School. Payment by the Charter School shall be made in accordance with the provisions of Paragraph 26 below. These costs are in addition to, and not in lieu of, other costs set forth herein.

25. Direct Funding, Use of Funds, and Reserves.

- A. To the extent that Charter School is required to submit records or information to the District or to the Los Angeles County Office of Education in order to confirm funding, those records must be prepared by the Charter School in a format acceptable to the recipient and in accordance with the law.
- B. The Charter School shall elect to receive the state aid portion of charter school general-purpose entitlement and categorical block grant funds directly in accordance with Education Code section 47651(a)(1). These funds shall be forwarded to an account established for the Charter School at a federally-insured commercial bank or credit union. The Charter School's bookkeeper will reconcile the Charter School's ledger(s) with its accounts in the County treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement. The chief financial officer and/or finance committee of the Charter School Board will regularly review these statements, and a copy of the monthly statements will be provided to the District. The Charter School will deposit all funds received as soon as practicable upon receipt. A petty cash fund at each learning site may not exceed \$500.00, may be established with an appropriate ledger to be reconciled twice monthly by a Charter School administrator, who shall not be authorized to expend petty cash. If the Charter School contemplates incurring debt, including loans from the State Treasury, it will provide notice to the District in accordance with this MOU. The parties specifically agree that it is not the responsibility of the District to provide advance funding for in lieu of property tax receipts to the Charter School, in accordance with Education Code section 47635. The Charter School recognizes that the District shall have no responsibilities for funding the Charter School beyond the actual funding received for the Charter School.
- C. The Charter School agrees that all funding received for the Charter School, from any and all sources, including but not limited to all funding sources set forth in the Charter or this MOU, or other agreement with the District, shall be used exclusively to operate the Charter School, and shall not be used, either directly or indirectly, or by loan or gift, to fund, assist, pay for the debts of, or towards the operation of, any other school or establishment managed, controlled, or operated by the nonprofit public benefit corporation or Charter School, or operated by its members, officers, agents, servants, and employers, or for any other purpose whatsoever.
- D. To safeguard the Charter School's financial stability, the Charter School shall maintain annual reserves of no less than three percent (3%) of the total expenditures and uses of the Charter School's most recent adopted budget for the fiscal year. An explanation of any projected drop in reserves below the five percent level must be included in the Budget Assumptions and Narrative.
- E. SELPA payments, if any, to the Charter School shall follow the SELPA's funding allocation plan. The Charter School understands that any delay in state or federal special education funding shall not delay services provided by the Charter School in any way. The Charter School agrees to provide funding above and beyond state and federal special education funding should it be necessary and not depend on the District for any advanced payments, reimbursements or other costs towards the Charter School's Special Education services in any manner.

26. Payment Schedule: The Charter School shall pay the administrative services fees (Paragraph 13), supervisorial oversight fees (Paragraph 24), and all other fees in quarterly

installments due, respectively, for each school year. The Charter School authorizes the District to deduct such fees or payments from apportionments received by the District prior to disbursement to the Charter School and/or the District may elect to offset and deduct any such fees or payments from in-lieu property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount to be deducted thirty (30) days prior to any such offset.

27. Mandated Costs: The Charter School shall obtain its claiming number from the State Controller's Office and shall complete and file its own mandated cost reimbursement claims. Monies received from mandated cost reimbursements shall not be included in the definition of "revenue" for purposes of calculating any fee in this MOU.

28. Additional Funding Sources: The Charter School may also receive funding from new or "one-time" funding sources made available to schools or school districts by the State of California to the extent that the Charter School and/or its pupils establish entitlement to any such funds. In the event that such additional funds are misdirected to the District, the District agrees to pass through all such funds to the Charter School within thirty (30) days of receipt, provided that the Charter School has complied with all requirements, restrictions, and/or conditions attached to those funds by the funding source or agency, if any. The Charter School shall hold harmless, indemnification, bond, and/or other mutually acceptable security arrangement with the District reflective of the level of risk to the District for any repayment of any grants and/or additional funding.

29. Grants: The Charter School and the District may cooperate to identify and apply for grants that meet the Charter School for development of the Charter School. This provision shall not be construed to limit or otherwise prohibit the exercise of discretion by the District or the Charter School.

30. Charter School Budget, Expenditures, Reports, and Audits: The Charter School shall adopt and meet generally accepted accounting principles and shall adopt policies to ensure the Charter School's funds are used to most effectively support the Charter School's mission and to ensure that funds are budgeted, accounted for, expended and maintained in an appropriate fashion. Such policies will include, but are not limited to, principles that ensure that: (1) expenditures are authorized by an accord with amounts specified in the Board-adopted budget; (2) the Charter School's funds are managed and held in a manner that provide a high degree of protection of the Charter School's assets; and (3) all transactions are recorded and documented in an appropriate manner that allows reporting to the State as required by the District, the County Office of Education, or Department of Education.

The Charter School shall develop and monitor its budget in accordance with the annual budget development and monitoring calendar to be developed by the Charter School. State required financial reports shall be forwarded to the District by the dates specified in this MOU.

The Charter School shall develop and maintain other fiscal control policies as recommended by independent certified public accountants retained by the Charter School to advise it on fiscal control policy matters.

The Charter School shall prepare and submit to the District the following financial information reports using the state software (SACS 20-ALL) or the Charter School Alternative Reporting Form, according to the following schedule:

A. On or before July 1 of each year, a preliminary budget.

- B. On or before December 15, an interim financial report that reflects changes through October 31.
- C. On or before March 15, a second interim financial report that reflects changes through January 31.
- D. On or before September 15, a final unaudited report for the full prior year.
- E. Interim financial reports will be submitted to the District on or before deadlines listed above. Such reports shall display budgeted revenues and expenditures as compared with actual figures to date and projected year-end figures, by major category of revenue and expenditure. The reports shall also include disclosure of any and all new debts assumed by the Charter School.
- F. The Charter School shall carefully monitor its financial budget and agrees to report any potentially significant operating deficit to the District within thirty (30) days of initial discovery or knowledge of such deficit.
- G. The Charter School shall be solely responsible for all costs associated with auditing and accounting services in addition to those services not provided by the District to the Charter School as set forth in this MOU.
- H. The Charter School shall utilize the services of an accounting/auditing firm experienced with school and educational accounting requirements and practices.
- I. For the reports listed under A through C above, the Charter School shall also provide with each financial report supporting and/or back up information including but not limited to: MYP for current and two subsequent years; Assumptions used for two subsequent years; Explanation for major variances by category between reporting periods; Enrollment projection; ADA P2 projection by grade level; COLA & Deficit percentage; Calculation used for determining general purpose funding; List of statutory benefit rates; List of H&W rates and number of participants; and Number of FTEs for certificated and classified employees for each year.

The Charter School will develop and maintain simple check requests and purchase order forms to document the authorization of all non-budgeted expenditures. All proposed expenditures must be reviewed and approved by the Charter School's Director to determine whether the proposed expenditure is consistent with the Board-adopted budget and sign the check request form. All transactions will be posted on an electronic general ledger. The transactions will be posted on the ledger by someone at the school site or by a contracted bookkeeper. To ensure segregation of record recording and authorization, the bookkeeper may not co-sign check requests or purchase orders.

31. Bonds: In the event that the District seeks and receives voter-approved bond(s), parcel taxes, etc., the Charter School shall have no entitlement to any portion of the funds unless otherwise negotiated in advance or unless otherwise required by law. The Charter School agrees that it has no entitlement to funds being currently received, if any, by the District under former parcel tax or bond elections.

32. Loans: The Charter School agrees that it shall establish a fiscal plan for repayment of any loans received by the Charter School in advance of receipt of such loans. It is agreed that the Charter School will provide loan payment information upon request and will regularly report

loan payments in the interim financial reports. Loan payments shall be the sole responsibility of the Charter School. The District shall have no obligation for repayment.

33. Cash Flow: By mutual agreement and separate MOU that outlines conditions, term, and rates, the District may enter into arrangements to advance funds to the Charter School, or may, provide a line of credit for the Charter School as long as such agreements do not reduce or delay the resources assigned to the student of the District.

34. Personnel and STRS/PERS Reporting Requirements:

- A. All applicants for positions with the Charter School will be considered through an open process, and if hired, will enter into an employment agreement with the Charter School. The Charter School is independent from the District and any AADUSD employees who choose to work at the Charter School shall resign their status as employees of the District and all of their rights and benefits thereof. All persons employed by the Charter School shall not be deemed to be employees of AADUSD for any purpose whatsoever. The Charter School's employees shall have no employment rights of any kind with the District.
- B. The Charter School will develop and maintain an Employee Handbook detailing the rights and responsibilities of all Charter School employees and shall comply with all anti-discrimination and sexual harassment employment laws applicable to public agencies. On or before the first day of operation in the 2021-2022 school year, and by July 1 of each subsequent year, the Charter School shall provide the District an electronic copy of the Employee Handbook. The Charter School shall annually update and revise the Employee Handbook to reflect changes in the law and/or policies. The Charter School shall be solely responsible for the hiring and compensation of Charter School employees, including but not limited to, salary, health benefits, sick leave, vacation, and retirement benefits. The District shall have no obligation to provide beginning teacher support or assessment to any Charter School teacher or employee. The Charter School shall notify all applicants for non-certificated positions with the Charter School that accepting employment at the Charter School may exclude the applicant from further coverage in the applicant's current retirement system depending on the retirement options offered by the Charter School.
- C. No later than October 10th, of each subsequent year, the Charter School shall provide the District proof of employment of appropriately credentialed, full-time teachers at the Charter School for that school year consistent with the qualification requirements for "Teachers" set forth in the Charter. The Charter School agrees to employ teachers according to the applicable criteria in federal and State law. The District reserves the right to review Charter School hiring decisions to ensure compliance with applicable federal and State mandates regarding teachers and to determine whether a teacher is deemed to be appropriately credentialed. Flexibility will be given to the Charter School as permitted by Education Code section 47605(l).
- D. If the Charter School elects to participate in the STRS or PERS programs, the Charter School shall enter into a contract with STRS, and/or PERS if applicable in the future, and provide the District written notification and a copy of such agreements, prior to the hiring of any Charter School employee. The District shall receive the Charter School's STRS (and PERS, if applicable in the future) school-level reporting, and create any final

county-wide reports required by STRS and/or PERS and submit such final reports to the retirement system on behalf of the Charter School. The Charter School shall pay the District the actual costs for these reporting services, as set forth in Paragraph 26 above, pursuant to Education Code section 47611.3. The Charter School shall timely upload their preliminary STRS and/or PERS payroll file and/or information required by the STRS and/or PERS systems, making corrections as indicated by the respective systems, and thereafter shall submit to the District all such necessary information to file final county-wide reports with STRS and/or PERS. The Charter School shall be solely responsible for the content and accuracy of the information provided to the District. The Charter School accepts and assumes sole financial responsibility for any and all STRS and/or PERS reporting fines and/or penalties resulting from incomplete, inaccurate, or late reports and/or inadequate or late deposits from any cause whatsoever, except if such fines and/or penalties result from the sole negligence of the District. This section, however, does not require the charter school to participate in either the STRS or PERS retirement programs.

35. Suspensions and Expulsions: In addition to the procedures set forth in the Charter, the Charter School shall ensure that pupils suspended from the Charter School are provided with an appropriate alternative educational program (class work and homework assignments, etc) during the period of the pupil's suspension from school. Whenever a pupil is expelled from the Charter School, the Charter School shall notify the pupil and the pupil's parents or guardians in writing of the pupil's duty to attend the public school district in which the residency of either the parent or legal guardian is established. The Charter School shall also notify the public school district in which the residency of either the parent or legal guardian is established whenever a pupil is expelled from the Charter School.

36. AADUSD Reports: The District agrees to file all reports specifically required by law to be filed with the California Department of Education or any other State or federal agency by a local educational agency on behalf of the District and/or Charter School. The Charter School shall promptly provide the District with any information, data, or documentation necessary for the District to timely file such reports in accordance with law. The Charter School shall be solely responsible for the accuracy of all data submitted to the District. The Charter School shall be responsible for filing all other reports as may be required by law.

37. Attendance Reporting, School Calendar, and Other Data:

The Charter School shall provide the District with the following:

- A. Descriptions of outreach and recruitment activities that have been conducted to reach target populations as described in the charter.
- B. Procedures for application or enrollment wait listing and lotteries for placement (enrollment preferences) as described in the charter.
- C. Evidence of enrollment preferences consistent with the charter and with District conditions of operation.
- D. Copy of enrollment forms and information provided to prospective families.

- E. Documentation, where applicable, that start-up enrollment is consistent with enrollment numbers described in the charter.
- F. Evidence that each student is a resident of California in accordance with Education Code section 47612.
- G. For students over 18, evidence that each student has been continuously enrolled (no break in enrollment greater than 20 school days) in an educational program and is making satisfactory progress toward completion of a high school diploma.
- H. Charter School's annual attendance calendar no later than July 1, 2021, and by July 1 of each subsequent year shall submit its annual calendar for the upcoming school year for which it is in existence. The Charter School shall maintain no less than the minimum number of instructional days and minutes required by the Education Code for each grade level served.

The Charter School shall establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960. The Charter School shall submit enrollment and attendance data one week prior to the CDE's principal apportionment reporting deadlines to the District as necessary to enable the school to receive the funding specified in this MOU. The Charter School shall provide the District with a monthly enrollment report, no later than the 15th calendar day of the following attendance month. The Charter School shall provide all data and reports required by the District in hard copy and electronic data files. Electronic data files shall be in the CDE required Principal Apportionment software format (currently PASR) and signed certifications will accompany hard copies of documents by given due dates.

In addition to submission of the electronic data files, the Charter School shall submit to the District hard copies of attendance documents three times per P1, P2, and P Annual, and P3 if necessary. AADUSD staff will review and certify the accuracy of attendance data submitted by the Charter School. Attendance data submitted without the requisite detail will not be processed and may result in a delay of funding to the Charter School. The Charter School is responsible for assuring that all reports are accurate and timely in order to receive timely apportionment payments. The Charter School shall also maintain weekly attendance sheets, attested to by acceptable electronic means signed and dated by teachers, and documentation evidencing contacts made by the Charter School to parents/guardians when students are absent from school (e.g., parent contact log, absence log, etc).

The Charter School shall submit enrollment and demographic information to the California Education Data System (CBEDS), or its successor, the California Student Information System (CSIS), to the extent and in the manner specifically required by law or regulations applicable to charter schools. Upon request, the Charter School shall provide the District with documentation of the teacher/student ratio for the Charter School.

38. Educational Program: The Charter School shall comply with all applicable state and federal laws pertaining to the Charter School, including but not limited to, California Education Code sections 47600 et seq. and Title 5 of the California Code of Regulations, sections 11960 et seq., as these laws and regulations may be amended periodically during the term of this Agreement. At all times that it is operational, the Charter School shall have available the information listed below. The information shall be submitted to The District prior to opening, whenever updated, and upon request:

A. Scope and sequence for all subjects to be offered by the Charter School during the school year and during any supplemental instruction offering.

B. The complete educational program for students to be served including, but not limited to:

1. A description of the curriculum and identification of the basic instructional materials to be used.
2. Plans for professional development, including agendas, topics to be covered, and speakers.
3. Results of interim assessments used to evaluate student specific progress during the school year in addition to the results of the CAASPP Assessment in evaluation of student progress.
4. The University of California course descriptions submitted to UC Doorway.
5. The Charter School's annual calendar for the school year that includes the number of instructional days (minimum 175 days or as required by law), minimum or early release days, holidays, board recess days, and professional development days.
6. Daily bell schedule for site-based programs that includes any passing time, breaks or recess, lunch breaks, before or after school activities.
7. Designation of any non-classroom based instructional days.
8. Sample student contracts, description of frequency of contact with teachers, pupil/teacher ratios, and description of how student work will be evaluated for time value for non-classroom based programs (if applicable).
9. Initial and mid-term Western Association of Schools and Colleges ("WASC") accreditation self-study and visiting committee reports.

39. Assessments and CAASPP Testing: The Charter School shall establish guidelines and expectations for all student achievement at each grade level and implement assessments that promote successful transition to a traditional school program, or to continue in the Charter School's program. The Charter School shall develop a system of assessment procedures and measurement tools that provide objective, comparable written assessments in order to determine student comprehension of State and AADUSD curricular competencies as required by law.

The Charter School shall create a plan annually detailing the date and location of CAASPP testing, and the total number of CAASPP tests to be administered to Charter School pupils. The Charter School shall provide the District with school-wide CAASPP test results by subgroups upon request. The Charter School shall institute measures to ensure the security of all testing materials.

40. Program Audit: After receipt of standardized testing scores, the Charter School administrator will compile and provide to the District an annual performance audit documenting whether or not students are achieving the measurable outcomes defined in the charter and such other information requested by the District relating to the Charter School's performance. This provision does not limit the District's statutory authority to make reasonable requests for

information related to the educational program and student performance at any time during the year.

41. Curriculum Council: The District and Charter School may jointly establish a Curriculum Council to assist in the ongoing improvement of Charter School's curriculum and implementation of its education program.

- A. The Curriculum Council shall serve an advisory function only. Its members shall include, at a minimum, the District Superintendent or designee, the District's Director of Student Services, and the Charter School Director and/or Charter School Director Designee. The chairperson of the Curriculum Council shall be the District's Director of Student Services.
- B. The Curriculum Council may meet on at least monthly and/or quarterly basis to review, discuss, and/or make recommendations to the Charter School's Board of Overseers regarding instructional materials and other teaching resources, standardized testing requirements, school improvement tools and processes, professional development for teachers and administrators, technology integration, and other curriculum-related topics.

42. Annual Report: Beginning with the second year of operation, by February 1 each year, the Charter School shall submit a written "Annual Report/School Accountability Report Card" ("SARC") and by July 1st of each year the annual LCAP update to their website. These documents will be provided to the District. These documents will include for the prior year that examines the following:

- A. CAASPP results as listed above.
- B. Progress made on test scores, graduation rates and other measures of student success using the California School Dashboard
- C. Progress made toward each of the educational goals and student outcomes identified in the charter.
- D. Evidence that the Charter School is systematically examining student data and using it to drive decisions regarding curriculum and instruction.
- E. Names of any additional internal assessments used by the Charter School not identified in the charter.
- F. Plans to address areas identified as needing improvement by the Charter School.
- G. Evidence that the Charter School is financially sound.
- H. Other relevant information as determined by the District, its Board of Trustees, or the Los Angeles County Board of Education.

43. Financial Records: Upon request, the Charter School shall provide the District with documentation of any financial records pursuant to Education Code section 47604.3 and as stipulated in the MOU.

44. Compliance with Other External Source Funding Requirements: The District and Charter School shall comply with all terms and conditions of any other external source funding

requirements applicable to funding received by the District on behalf of the Charter School, if any. Upon reasonable advance written request by the District, the Charter School shall provide evidence to the District that the Charter School is in compliance with all such requirements, and shall provide the District, with all reports, data, and information reasonably necessary for the District to meet any reporting, certification, or other requirements for such funding.

45. Dispute Resolution Procedure: In the event of any dispute between the Charter School and AADUSD, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the District Superintendent or designee, and the Charter School's Executive Director. The Executive Director and the Superintendent or designee, shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party shall, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the Parties. If no mediator is agreed upon within two weeks, the right to mediation is deemed waived unless otherwise agreed by the parties in writing. Unless agreed otherwise, the mediator shall not make findings or recommendations. Review by the mediator shall be held no later than forty-five (45) business days of receipt of the initial dispute statement. If mediation does not resolve the dispute, either party may pursue any other remedy available under the law. In addition, the District is not required to be referred to mediation in those cases where the District determines that the violation constitutes a severe and imminent threat to the health and safety of the Charter School's students.

The Charter School shall timely notify the District of any and all complaints filed against the Charter School by its employees, students, parents, and vendors involving violations of the Charter, this MOU, State or federal law, or alleged financial mismanagement. It is also expected that the Charter School certify that all employees have had training as mandated reporters and have undergone sexual harassment training.

46. Legal Services/Other Services: The Charter School will be responsible for procuring its legal counsel and the costs of such service. The Charter School reserves the right to subcontract any and all services specified in this Agreement to the District and/or to public or private subcontractors as permitted by law and as available from the District.

47. Revocation and Closure Protocol: The District and the Charter School agree that the dispute resolution procedure set forth in Paragraph 50 shall not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, the District shall provide the Charter School with written notice of its intention and an opportunity to meet with and respond to the District within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless the District determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(d). Thereafter, if the District determines that revocation is warranted, it shall comply with the procedures set forth in Education Code section 47607.

In the event of revocation or school closure, the Charter School shall ensure that the person(s) responsible for implementing the Charter School's closure protocol shall be experienced in dissolution and closure of public educational programs and such person(s) shall comply with all legal requirements regarding the confidentiality of student records. The Charter School's Executive Director shall serve as

the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records, and payment of debts and liabilities and distribution of remaining net assets. At a minimum, the closure protocol shall contain the following:

- A. Identification of the Executive Director who will oversee and conduct the closure process; this provision shall include a process to ensure that it is updated no less than annually or when any change is made.
- B. Notification of students and families of the Charter School closure.
- C. Security of student and business records.
- D. Identification of all assets and liabilities and plan for transfer as detailed in the charter.
- E. Final close-out audit to be paid for by the Charter School.
- F. Identification of a source of funding to be used for closeout expenses including final audit.
- G. Dissolution of the Charter School and/or nonprofit corporation.

The Charter School's procedures shall also satisfy the definition of "closure procedures" in Title 5, California Code of Regulations section 11962, to the extent that Section imposes, or is amended to impose, additional requirements.

Closure procedures will not begin until appeal rights (if applicable) have been exhausted. If the Charter School is to close permanently for any reason (i.e., voluntary surrender, non-renewal, or revocation), the District shall serve written notice on the Charter School that the closure procedures have been invoked. The Charter School shall immediately identify the specific individual who is responsible for coordinating the Charter School's close out activities and shall notify the District. The District shall identify a staff person who shall work with the Charter School to accomplish all close out activities.

The Charter School expressly acknowledges the right of the District, on behalf of the County Superintendent of Schools (pursuant to Education Code section 47604.3), to take immediate and direct control of all of the Charter School's student and business records at any time after the District gives written notice that it is invoking closure procedures.

48. Termination for Cause: The District may terminate any services provided pursuant to this MOU upon failure of the Charter School to pay any amount due under this MOU within sixty (60) days after receipt by Charter School of a District demand for payment and notice of intent to terminate services. Any failure by the Charter School to pay an amount due under this MOU, or other material violation of the terms of this MOU by the Charter School, may constitute grounds for revocation of the Charter in accordance with the provisions of the charter and the Charter Schools Act, and any such termination or revocation shall be consistent with such provisions, including with respect to notice and an opportunity to cure. In the event of revocation of the charter, this MOU shall be deemed null and void. Charter School may suspend performance under or terminate this MOU for cause upon sixty (60) days advance written notice to the District of a material violation by the District of the terms of this MOU.

49. Dispute Resolution: In the event of any dispute, claim, question, or disagreement arising from or relating to this MOU or breach thereof, the parties hereto shall act in good faith to settle

the dispute, claim, question, or disagreement in accordance with the dispute resolution process prescribed in Paragraph 45, above.

50. Annual Review and Miscellaneous: The Charter School shall participate in an annual review conducted by the District, if any, of all programs offered at the Charter School, including their effectiveness and student achievement. The review may, at AADUSD discretion, require changes to the Charter School's programs to ensure compliance with the educational curriculum outlined in the Charter.

The annual review will be based upon objective criteria and incorporated by reference. As part of the annual review, the Charter School shall update its charter to reflect any new requirements of charter schools enacted into law after the charter was originally granted or last renewed, and any programmatic updates. On an annual basis, if the Charter School meets substantial achievement of and compliance with the District's criteria, as attested to by the AADUSD Superintendent, the Charter will be deemed renewed for a term of five (5) years. If the Charter is deemed not to have met or complied with a significant portion of the District's criteria but is progressing towards achievement of the criteria, the charter School's term will continue as originally granted or last renewed. However, if the District finds that the Charter School's financial, academic, compliance, or safety performance fails to meet agreed upon criteria, the District has the responsibility to prescribe warrants corrective action or closure of the Charter School.

The Charter School shall provide all services not expressly indicated herein to be provided by the District. Nothing herein shall preclude the parties from negotiating or amending this MOU to include additional services not contemplated by this MOU.

51. Independent Contractor Status: The parties to this MOU intend that the relationship between them created by this MOU is that of an independent contractor, and not an employer/employee. The District shall deem no agent, employee, or servant of the Charter School to be an employee, agent or servant of the District, except as expressly acknowledged in writing. No agent, employee, or servant of the District shall be deemed to be an employee, agent or servant of the Charter School, except as expressly acknowledged in writing by the Charter School.

52. Collective Bargaining: The Parties agree and understand that all employees of the Charter School shall be employees of the Charter School and that the Charter School shall be the exclusive public employer for the purposes of collective bargaining as provided in Education Code section 47605(b)(5)(O).

53. Construction and Enforcement: This MOU shall be construed and enforced in accordance with the laws of the State of California. Any litigation filed by the Parties regarding this Agreement shall be filed and heard in a court of competent jurisdiction for the County of Los Angeles, State of California.

54. Entire MOU: This MOU and any attachments hereto shall constitute the full and complete agreement between the parties hereto. All prior representations and understandings regarding the Charter and Charter School are merged herein and are superseded by this MOU.

55. Annual Review of MOU: The Parties agree to review this Agreement annually. By June 1st of the then-current year, both parties will present proposed revisions to the MOU. If there is no agreement to the proposed revision(s) by June 30 of the current year, then the existing MOU

will continue in effect until mutually modified, except that the MOU shall expire upon the expiration, rescission, or revocation of the charter.

56. Amendments: This MOU may be altered, amended, changed, or modified only by agreement in writing executed by the Charter School and the District's duly authorized representative. The writing shall indicate the intent of the parties to alter the MOU and contain specific reference to the Charter and to this MOU which it alters, amends or modifies. The Agreement may be amended by the Parties at any time during the school year.

57. Representatives.” The duly authorized representative of the Charter School is California Pacific Charter – Los Angeles Charter School's CEO or its designee. The duly authorized representatives of the District are the AADUSD Board of Trustees and the AADUSD Superintendent or his/her designee.

58. Material Revision to Charter: Changes to the charter deemed to be material revisions may not be made without prior approval by the District's Superintendent. Revisions to the charter considered to be material changes include, but are not limited to the following:

- A. Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision.
- B. Adding a non-classroom based program.
- C. Proposed changes in enrollment that increases or decreases by more than 20 percent +/- of the enrollment originally projected in the charter petition in any given year.
- D. Addition or deletion of grades or grade levels to be served.
- E. Changes to location of facilities or lease agreements for the Charter School sites, resource centers, meeting space, or other satellite facility including the opening of a new facility; temporary locations rented for annual student testing purposes shall be exempted from this provision.
- F. Admissions requirements and procedures.
- G. Governance structure, including but not limited to: substantial changes in number of board members, method by which new board members are selected, and/or changes in majority/quorum or other provisions relating to resolution approval

59. Invalidity of Provisions of this MOU: If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

60. Nondiscrimination: The Charter School covenants and agrees that it shall not discriminate against any person or group thereof upon the basis of the characteristics, whether actual or perceived, as listed in Education Code section 220 including but not limited to race, color, religion, gender, ancestry, physical and/or mental disability, marital status or national origin, nationality or ethnicity, sexual orientation, perceived sexual orientation, and/or association with individuals with one or more of the above characteristics in the operation of the Charter School.

61. Assignment: Neither this MOU nor the establishment or operation of the Charter School shall be assigned by the Charter School to any other person or entity without the prior written notice to and consent of the District.

62. No Waiver: No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

63. Survival: All representations, warranties and indemnities made herein shall survive termination of this MOU.

64. Notices: All notices, consents, demands, or other communications for one party or the other required or permitted in this MOU shall be in writing and shall be either personally delivered or sent by a nationally recognized overnight courier, telecopier or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may, from time to time, give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally recognized overnight courier, on the date set forth on the receipt of a telecopy or a facsimile, or upon the earlier of the dates set forth on the receipt of registered or certified mail, or on the fifth (5th) day after mailing.

65. Communication Policy: AADUSD will assign one employee within the district to be an authorized Charter School's direct person of contact. This person will respond to the Charter School's question or concerns in a timely manner. AADUSD will provide initial trainings on the district approved core values, oversight matrix and communication expectations annually. AADUSD will organize and conduct PLC meetings and provide professional development days annually. Site visitations will occur regularly to ensure compliance with the approved petition, MOU's and review the progress towards oversight annual matrix completion. The AADUSD Office of School Choice will report weekly to the AADUSD Superintendent about current events as it pertains to the authorized charter schools and provide the AADUSD Board of Trustees, through executive summaries, about the successes and challenges our charter schools are facing. The AADUSD Office of School Choice will complete a thorough annual charter review using the approved Charter School Oversight Matrix, with the optional support of third party experts, and provide both the board of education and the authorized charter with a written report outlining specific recommendations for continued authorization or revocation.

Authorized Charter Schools will provide the AADUSD Office of School Choice with the name, phone number, and business address of all key administrative employees within your charter, as well as, addresses of all school site facilities. The Charter School will designate one employee to be in direct contact with the AADUSD Office of School Choice for any and all questions and concerns. This person should respond to the district within 3 business days. The Charter School will abide by the District's Core Values and remain focused on fostering positive open relationships with not only AADUSD, but, any district in which your program resides. The Charter School will provide updates to AADUSD Office of School Choice, in the framework of the districts six essentials, in order to keep an open dialogue about the successes and challenges that your charter is facing. Annually a list of proposed marketing plans will be provided to the District. The Charter School will assign a key administrative employee to be a member of the AADUSD PLC and attend meetings and professional development. Understand that AADUSD personnel will be on your campus at any time to complete quarterly visits and/or annual audits. The Charter School will complete and submit all documents in a timely manner. Ensure that AADUSD Office of School Choice is provided copies of all correspondence with state entities.

66. LCAP Requirements: The LCFF accountability system requires that Charter School develop a three-year LCAP and annually update it.

The LCAP must:

- Be adopted by July 1, of each year.
- Identify goals based on state priorities for all students, “numerically significant subgroups”, students with disabilities, and eligible students,
- List annual actions that the charter school will implement in accomplishing the goal,
- Describe expenditures in support of the annual actions and where they can be found in the charter schools budget.
- The updates must use the template adopted by the SBE and include:
 - A review of the progress towards the goals included in the charter,
 - An assessment of the effectiveness of the actions described in the charter towards achieving the goals,
 - A description of changes to be implemented as a result of the review and assessment.

To the Charter School:

Charter School Representative

To AADUSD:

Acton-Agua Dulce Unified School District
c/o Superintendent
32248 Crown Valley Road
Acton, California 93510
Telephone: (661) 269-0750

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

FOR CHARTER SCHOOL

FOR AADUSD

By: _____
CEO
Charter School

Superintendent
AADUSD

10TH STREET COMMERCE CENTER TEMPORARY SPACE LICENSE AGREEMENT

This TEMPORARY SPACE LICENSE AGREEMENT (this “**License Agreement**”) is entered into as of July 27, 2021 by and between **AP-LANCASTER LLC**, a Delaware limited liability company (“**Licensor**”), and **EMPOWER GENERATIONS**, a California non-profit corporation (“**Licensee**”), and is made with reference to the following recitals of fact:

A. Licensor owns the real property located at 44204 - 44276 W. 10th Street, Lancaster, California and known as 10th Street Commerce Center (the “**Project**”), including the 44248 W. 10th Street building (the “**Building**”).

B. Licensee desires a portion of the Building (the “**License Space**”) for office space while Licensee and Licensor continue their negotiations for a potential lease for leased premises in other space in the Project (the “**Lease**”) between Licensor and Licensee. The License Space is generally described as approximately **1,235** rentable square feet of space in the Building and is more particularly shown on Exhibit “A”, attached hereto and made a part hereof. Licensor is willing to allow Licensee to use the License Space for the specific purposes described herein during the process of such lease negotiations, subject to the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **GRANT OF LICENSE.** During the License Term (as defined in Paragraph 2 below), Licensor hereby grants to Licensee, subject to the terms and conditions set forth below, a license (the “**License**”) to use the License Space for temporary office space, and no other use or purpose without the prior written consent of Licensor. Licensor will deliver possession of the License Space to Licensee in its current “as is” condition on or about July 28, 2021 (the “**Delivery Date**”), with Landlord performing no tenant improvement work nor making any warranties of any kind.

2. **TERM.** The Term of this License Agreement (“**License Term**”) shall commence on the Delivery Date (the “**Commencement Date**”), and shall terminate on October 31, 2021 (the “**Expiration Date**”).

3. **LICENSE FEE.** The parties hereby agree that Licensee shall pay to Licensor a License Fee of **\$2,000.00** (the “**License Fee**”) per month (commencing on August 1, 2021) for Licensee’s permitted use of the License Space during the Term of this License Agreement, with no common area maintenance costs, operating costs or other rent or costs that are assessed to tenants at the Project.

Licensee shall surrender possession of the License Space immediately upon the expiration of the Term or termination of this License Agreement. If Licensee shall continue to occupy or possess the License Space after such expiration or termination with the consent of Licensor, then unless Licensor and Licensee have otherwise agreed in writing, Licensee shall be a licensee on a month-to-month basis thereafter. All of the terms, provisions and conditions of this License Agreement shall apply to the holdover tenancy, except those terms, provisions and conditions pertaining to the Term, and except that the License Fee shall increase to 150% of the License Fee for the first thirty (30) days and thereafter shall be immediately adjusted upward to 200% of such amount, payable on a monthly basis. This holdover license may be terminated by Licensor or Licensee at any time upon thirty (30) days’ prior notice to the non-terminating party. In the event that Licensee fails to surrender the License Space upon such termination or expiration, then Licensee shall indemnify and hold Licensor harmless against all loss or liability resulting from or arising out of Licensee’s failure to surrender the License Space, including, but not limited to, any amounts required to be paid to any tenant or prospective tenant who signed a lease with Licensor and was to have occupied the License Space after said termination or expiration, and any amounts related to reasonable attorneys’ fees and brokerage commissions. If any monthly installment of the License Fee or other amount due hereunder is not received by Licensor within five (5) days from the

date it is due, Licensee shall pay Licenser a late charge equal to ten percent (10%) of the delinquent amount. Acceptance of any interest or late charge shall not constitute a waiver of Licensee's default with respect to such nonpayment by Licensee nor prevent Licenser from exercising any other rights or remedies available to Licenser under this License Agreement.

4. **USE OF LICENSE SPACE.** The License Space shall be used for general office use (the "**Permitted Use**") and for no other use or purpose without Licenser's prior written consent (which Licenser may withhold at its sole discretion). Licensee shall be responsible for its share of all expenses associated with the utilities for the License Space (including, without limitation, the activation, usage, deactivation of utilities) during the License Term. The aforementioned costs will be paid by Licensee, on a monthly basis, either directly by Licensee to the utility provider (if such utility is separately metered or sub-metered), or to Licenser following Licensee's receipt of an invoice from Licenser.

(a) Hazardous Materials/Nuisance. Except for ordinary and general office supplies (such as copier toner, liquid paper, glue, ink, common household cleaning supplies, etc.), Licensee shall not store any combustible or flammable materials in the License Space or any hazardous or toxic materials, substances or wastes. Licensee shall not do or permit to be done in or about the License Space, the Building and/or the Project any activity that is illegal or of a hazardous nature or which would cause cancellation of any insurance on the Project. Licensee shall not cause or maintain a nuisance or commit waste with respect to the License Space, the Building, and/or the Project.

(b) Rules and Regulations. Licensee agrees to comply with (and cause its agents, contractors, employees, customers and invitees to comply with) the rules and regulations attached hereto as Exhibit "B" and with such reasonable written modifications thereof and additions thereto as Licenser may from time to time make. Licenser shall not be responsible for any violation of said rules and regulations by other licensees or occupants of the Building or Project.

(c) Repair and Maintenance. Licensee accepts the License Space in its "as-is" condition, and as being in good order, condition, and repair. Licensee shall, at all times during the License Term, keep the License Space in good condition and repair (which shall mean in the same condition as viewed by Licensee immediately prior to the commencement date of this License Agreement). Licensee shall, upon the expiration or earlier termination of the License Term, surrender the License Space to Licenser in the same condition as exists as of the commencement date of this License Agreement, ordinary wear and tear excepted. It is understood and agreed that neither Licenser nor its agents or employees has made any representations or warranties respecting the condition of the License Space. Licensee waives any rights which Licensee may have to make repairs to the License Space.

(d) Compliance with Law. Licensee shall not bring onto the License Space anything that could result in the violation of any law or any governmental authority, and Licensee shall comply with all laws, rules, regulations and ordinances of any and all governmental authorities concerning the License Space or the use thereof. Licensee shall not use the License Space in any manner that will constitute waste, nuisance, or unreasonable annoyance to other occupants in the Project. Licensee acknowledges that the License Space may be used for the Permitted Use only, and that use of the License Space for human or animal habitation is specifically prohibited.

(e) Assignment and Subletting. During the term of this License Agreement, Licensee shall neither assign this License Agreement nor sublease the License Space or any portion thereof.

5. **LICENSEE TO HOLD LICENSOR HARMLESS.** Licensee hereby agrees to defend, indemnify and hold harmless Licenser and Licenser's employees, agents, members, partners, officers, directors, successors and assigns from and against any and all claims, damage, loss, liability or expense, including without limitation reasonable attorneys' fees and legal costs, due to any cause including without limitation, bodily injury and property damage, caused by the use or occupancy of the License Space or any part thereof by Licensee or Licensee's agents, employees, contractors, invitees, licensees, or other authorized representatives ("**Licensee's Agents**"), the negligent acts or omissions of Licensee or any of Licensee's

Agents or Licensee's breach of this License Agreement. This provision shall survive expiration or sooner termination of this License Agreement.

6. **INSURANCE; RISK OF LOSS.** Prior to the first day of the License Term, Licensee shall provide to Licenser evidence of current insurance coverage for the License Space, in compliance with Exhibit "C" attached hereto. Licenser shall not be obligated to protect, keep safe, secure or provide any security for Licensee's use of the License Space, any personal property kept in the License Space or any personal property used in connection therewith by Licensee or any of Licensee's Agents. Licensee acknowledges and agrees that Licenser shall not be obligated to insure Licensee's vehicles or other personal brought onto the Project by Licensee or any of Licensee's Agents, against injury, loss, theft, damage or destruction. Licenser shall not be responsible for any injury, loss, theft, damage or destruction of or to the vehicles or other personal property of Licensee or any of Licensee's Agents, except to the extent such claims, damages, etc. arise from the negligence or willful misconduct of Licenser or its employees or agents. Licensee hereby waives and releases Licenser from and against any and all claims, damages, liabilities, actions, liens, losses, causes of action, demands, penalties, costs or expenses (including, without limitation, attorneys' fees and court costs) arising from, related to, or in connection with any theft, loss, damage, destruction, or injury to the vehicles or personal property of Licensee or any of Licensee's Agents, except to the extent such claims, damages, etc. arise from the negligence or willful misconduct of Licenser or its employees or agents.

7. **REMOVAL OF LICENSEE'S PROPERTY.** Licensee hereby agrees that it will remove, at Licensee's sole cost, all furniture, furnishings and other articles of movable personal property owned by Licensee and located in the Licensed placed or maintained by Licensee in or about the License Space not later than the expiration (or earlier termination) of the License Term, including, without limitation, all movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment. If Licensee fails or refuses to remove such personal property by the expiration (or earlier termination) of the License Term, then Licenser may exercise any rights or remedies available to it against Licensee (or such equipment or personal property) for breach of Licensee's obligation to remove such equipment or personal property. Licenser's rights and remedies shall include, storing such equipment or personal property, at Licensee's cost, on the Project or off the Project. Licensee shall indemnify, defend and hold harmless Licenser and its successors and assigns, from and against any and all damages, losses, liabilities, claims, actions, causes of action, judgments, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising from or related to any breach by Licensee of any of its obligations under this Paragraph 7. The provisions of this Paragraph 7 shall survive the expiration or earlier termination of this License Agreement.

8. **DEFAULT.** If Licensee fails to comply with any term, provision, or covenant of this License Agreement and such failure is not cured within five (5) days after notice from Licenser thereof, then, in addition to any other legal or equitable remedies Licenser may have (including, without limitation, an action for monetary damages), Licenser may elect to terminate this License Agreement.

9. **SIGNS.** Any sign placed by Licensee in or around the Project or License Space must comply with the rules and regulations attached hereto as Exhibit "B", which rules and regulations are incorporated herein and made a part hereto.

10. **NOTICE.** All notices and other communications from one party to the other that are given pursuant to the terms of this License Agreement shall be in writing and shall be deemed to have been fully given two (2) full business days following deposit in the United States mail, certified or registered, postage prepaid, one (1) business day following transmittal by reputable overnight courier (such as Federal Express), or (3) upon receipt when hand delivered or emailed, to the other party at the respective addresses set forth below:

If to Licensor:

AP-Lancaster LLC
c/o The Abbey Management Company
12447 Lewis Street, Suite 203
Garden Grove, CA 92840
Attn: TJ Bard
Phone: 562.435.2100
Email: tbard@theabbeyco.com

If to Licensee:

Empower Generations
ATTN: Malaka Donovan, Director
44236 10th Street
Lancaster, CA 93534
Phone: 661.429.3264

Email: malaka.donovan@empowergenerations.org

11. MISCELLANEOUS PROVISIONS.

a. Entire Agreement; Time of Essence. This License Agreement represents the entire agreement among the parties with respect to the matters contained in this License Agreement and supersedes any prior negotiations, representations, or agreements, whether written or oral, with respect to the Amendment. This License Agreement may be amended, modified, or altered only by written instrument, signed by Licensee and Licensor. The parties hereby specifically acknowledge and agree that time is of the essence in all matters pertaining to this License Agreement.

b. Legal Advice; Neutral Interpretation. Each party has received independent legal advice from their attorneys with respect to the advisability of executing this License Agreement and the meaning of the provisions hereof. The provisions of this License Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question.

c. Choice of Law. This License Agreement shall be governed by and construed in accordance with the domestic laws of the State of California applicable to agreements executed and to be fully performed therein without giving effect to any choice of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

d. Professional Fees. All costs and expenses, including reasonable attorneys' fees (whether or not legal proceedings are instituted) involved in collecting monies due under this License Agreement and enforcing or interpreting the obligations of Licensee under this License Agreement, including but not limited to the cost and expense of instituting and prosecuting legal proceedings or recovering possession of the License Space after default by Licensee or upon expiration or sooner termination of this License Agreement (whether in the State Courts or in the United States Bankruptcy Court), shall be due and payable by Licensee, on demand, as Additional Rent. Additionally, and without any limitation by any of the foregoing, in the event that either Licensor or Licensee shall institute any action or proceeding (whether in the State Courts or in the United States Bankruptcy Court) against the other relating to the provisions of this License Agreement, or any default hereunder, the unsuccessful party in such action or proceeding agrees to pay to the successful party the reasonable attorneys' fees and costs incurred therein by the successful party.

e. Severability. If any term, covenant, condition or provision of this License Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this License Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

f. Submission of Agreement. The submission of this License Agreement to Licensee, Licensee's agent or attorney for review or signature does not constitute an offer to Licensee. This License Agreement shall have no binding force or effect until its execution and delivery by both Licensor and Licensee. Neither Licensor's submission and/or execution of this License Agreement nor its delivery of the License Space to Licensee shall be deemed as an expression of intent to enter into the Lease, nor

to continue to negotiate with Licensee for the Lease, it being understood the negotiations for the Lease are separate and apart from this License Agreement.

g. Authority to Execute Agreement. Each individual executing this License Agreement on behalf of a partnership, corporation or other entity represents that he or she is duly authorized to execute and deliver this License Agreement on behalf of the corporation, partnership and/or other entity and agrees to deliver evidence of his or her authority if requested by Licenser.

h. No Brokers. Licensee hereby acknowledges and agrees that Licenser shall not be responsible for the payment of any commission, fee or other compensation claimed by any real estate broker, agent or other representative of Licensee in connection with this License Agreement. Licensee further agrees to indemnify and hold Licenser harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any real estate broker, agent or other representative in connection with this License Agreement or its negotiation by reason of any act of Licensee.

i. Counterparts. This License Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this License Agreement attached thereto.

IN WITNESS hereof, the parties hereto have executed this License Agreement the day and year first written above.

LICENSOR:

**AP-LANCASTER LLC, a
Delaware limited liability company**

By: DGA-Properties LLC, a
Delaware limited liability company

Its: Managing Member

By: Abbey-Properties LLC, a
California limited liability company

Its: Managing Member


By: _____

Tracey R. Bard, Jr.

Its: Vice President

LICENSEE:

**EMPOWER GENERATIONS, a
California non-profit corporation**

By:  _____
66D8EAC63B6F4C6...

Name: _____
Malaka Donovan

Its: _____
School Director

By: _____

Name: _____

Its: _____

EXHIBIT "B"**RULES AND REGULATIONS**

A. General Rules and Regulations. The following rules and regulations govern the use of the Building, the Project, and the Common Areas. Licensee will be bound by such rules and regulations and agrees to cause Licensee's Authorized Users, its employees, assignees, contractors, suppliers, customers and invitees to observe the same.

1. Except as specifically provided in the Agreement to which these Rules and Regulations are attached, no sign, placard, picture, stickers, banners, advertisement, name or notice may be installed or displayed on any part of the outside or inside of the Building without the prior written consent of Licensor. Licensor will have the right to remove, at Licensee's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls are to be printed, painted, affixed or inscribed at the expense of Licensee and under the direction of Licensor or its designated or approved agent.

2. If Licensor objects in writing to any curtains, blinds, shades, screens or hanging plants or other similar objects attached to or used in connection with any window or door of the License Space, or placed on any windowsill, which is visible from the exterior of the License Space. Licensee will immediately discontinue such use. Licensee agrees not to place anything against or near glass partitions or doors or windows which may appear unsightly from outside the License Space, including, without limitation, stickers, tinting materials, foil shades, blinds or screens.

3. Licensee will not obstruct any sidewalks, passages, exits or entrances of the Project. The sidewalks, passages, exits and entrances are not open to the general public, but are open, subject to reasonable regulations, to Licensee's business invitees. Licensor will in all cases retain the right to control and prevent access thereto of all persons whose presence in the reasonable judgment of Licensor would be prejudicial to the safety, character, reputation and interest of the Project and its tenants, provided that nothing herein contained will be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal or unlawful activities. No tenant and no employee or invitee of any tenant will go upon the roof of the Building.

4. Licensor expressly reserves the right to absolutely prohibit solicitation, canvassing, distribution of handbills or any other written material or goods, peddling, sales and displays of products, goods and wares in all portions of the Project except for such activities as may be expressly permitted under the Agreement. Licensor reserves the right to restrict and regulate the use of the Common Areas of the Project by invitees of tenants providing services to tenants on a periodic or daily basis including food and beverage vendors. Such restrictions may include limitations on time, place, manner and duration of access to a tenant's premises for such purposes.

5. Licensor reserves the right to prevent access to the Project in case of invasion, mob, riot, public excitement or other commotion by closing the doors or by other appropriate action.

6. Licensor reserves the right to approve companies providing cleaning and janitorial services for the License Space. Licensee will not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of the License Space.

7. Licensor will furnish Licensee, free of charge, with two keys to each exterior entry door lock to the License Space. Licensor may make a reasonable charge for any additional keys. Licensee shall not make or have made additional keys, and Licensee shall not alter any lock or install any new additional lock or bolt on any door of the License Space. Licensee, upon the termination of its tenancy, will deliver to Licensor the keys to all doors which have been furnished to Licensee.

8. If Licensee requires telegraphic, telephonic, burglar alarm, satellite dishes, antennae or similar services, it will first obtain Licensor's approval, and comply with, Licensor's reasonable rules and requirements applicable to such services, which may include separate licensing by, and fees paid to, Licensor, as well as all federal, state, and local regulations. Licensee will not transmit or receive any electromagnetic, microwave or other radiation which may be harmful or hazardous to any person or property in or about the License Space or elsewhere within the Project.

9. No deliveries will be made which impede or interfere with other occupants or the operation of the Building.

10. Licensee will not use or keep in the License Space any kerosene, gasoline or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office equipment. Licensee will not sleep cook or wash clothes in the License Space or use or permit to be used in the License Space any foul or noxious gas or substance, or permit or allow the License Space to be occupied or used in a manner offensive or objectionable to Licensor or other occupants of the Building by reason of noise, odors or vibrations, intense glare, light or heat, nor will Licensee bring into or keep in or about the License Space any birds or animals.

11. Licensor reserves the right, exercisable without notice and without liability to Licensee, to change the name and street address of the Building. Without the written consent of Licensor, Licensee will not use the name of the Building

or the Project in connection with or in promoting or advertising the business of Licensee except as Licensee's address.

12. The toilet rooms, toilets, urinals, wash bowls and other apparatus will not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from any violation of this rule will be borne by the Licensee who, or whose employees or invitees, break this rule.

13. Licensee will not sell, or permit the sale at retail of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise to the general public in or on the License Space. Licensee will not make any building to building solicitation of business from other occupants in the Project. Licensee will not use the License Space for any business or activity other than that specifically provided for in this License Agreement. Licensee will not conduct, nor permit to be conducted, either voluntarily or involuntarily, any auction upon the License Space without first having obtained Licensor's prior written consent, which consent Licensor may withhold in its sole and absolute discretion.

14. Except for the ordinary hanging of pictures and wall decorations, Licensee will not mark or drive nails into any partitions, woodwork or plaster or in any way deface the License Space or any part thereof, except in accordance with the provisions of the Agreement pertaining to alterations. Licensor reserves the right to direct electricians as to where and how telephone and telegraph wires are to be introduced to the License Space. Licensee will not cut or bore holes for wires. Licensee will not affix any floor covering to the floor of the License Space in any manner except as approved by Licensor. Licensee shall repair any damage resulting from noncompliance herewith.

15. Licensor reserves the right to exclude or expel from the Project any person who, in Licensor's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Building.

16. Licensee will store all its trash and garbage within its License Space or in other facilities provided by Licensor. Licensee will not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal is to be made in accordance with directions issued from time to time by Licensor.

17. The License Space will not be used for lodging nor shall the License Space be used for any improper, immoral or objectionable purpose.

18. Licensee agrees to comply with all safety, fire protection and evacuation procedures and regulations established by Licensor or any governmental agency.

19. Licensee assumes any and all responsibility for protecting its License Space from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the License Space closed. Licensee will not leave or store any equipment materials or items of any kind outside the walls of the License Space.

20. Licensee shall use at Licensee's cost such pest extermination and control contractor(s) as Licensor may direct and at such intervals as Licensor may reasonably require.

21. To the extent Licensor reasonably deems it necessary to exercise exclusive control over any portions of the Common Areas for the mutual benefit of the tenants in the Project, Licensor may do so subject to reasonable additional rules and regulations.

22. Licensee's requirements will be attended to only upon appropriate application to Licensor's management office for the Project by an authorized individual of Licensee. Employees of Licensor will not perform any work or do anything outside of their regular duties unless under special instructions from Licensor, and no employee of Licensor will admit any person (Licensee or otherwise) to any office without specific instructions from Licensor.

23. These Rules and Regulations are in addition to, and will not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Agreement. Licensor may waive any one or more of these Rules and Regulations for the benefit of Licensee or any other tenant, but no such waiver by Licensor will be construed as a waiver of such Rules and Regulations in favor of Licensee or any other tenant, nor prevent Licensor from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Project.

24. Licensor reserves the right to make such other and reasonable and nondiscriminatory Rules and Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the Project and for the preservation of good order therein. Licensee agrees to abide by all such Rules and Regulations herein above stated and any additional reasonable and nondiscriminatory rules and regulations which are adopted. Licensee is responsible for the observance of all of the foregoing rules by Licensee's employees, agents, clients, customers, invitees and guests.

B. Parking Rules and Regulations. The following rules and regulations govern the use of the parking facilities which serve the Building. Licensee will be bound by such rules and regulations and agrees to cause its employees, subtenants assignees, contractors, suppliers, customers and invitees to observe the same:

1. Licensee will not permit or allow any vehicles that belong to or are controlled by Licensee or Licensee's employees, subtenants, customers or invitees to be loaded, unloaded or parked in areas other than those designated by Licensor for such activities. No vehicles are to be left in the parking areas overnight and no vehicles are to be parked in the parking areas other than normally sized passenger automobiles, motorcycles and pick-up trucks. No extended term storage of vehicles is permitted.
2. Vehicles must be parked entirely within painted stall lines of a single parking stall.
3. All directional signs and arrows must be observed.
4. The speed limit within all parking areas shall be five (5) miles per hour.
5. Parking is prohibited: (a) in areas not striped for parking; (b) in aisles or on ramps; (c) where "no parking" signs are posted; (d) in cross hatched areas; and (e) in such other areas as may be designated from time to time by Licensor or Licensor's parking operator.
6. Licensor reserves the right, without cost or liability to Licensor, to tow any vehicle if such vehicle's audio theft alarm system remains engaged for an unreasonable period of time.
7. Washing, waxing, cleaning or servicing of any vehicle in any area not specifically reserved for such purpose is prohibited.
8. Licensor may refuse to permit any person to park in the parking facilities who violates these rules with unreasonable frequency, and any violation of these rules shall subject the violator's car to removal, at such car owner's expense. Licensee agrees to use its best efforts to acquaint its employees, subtenants, assignees, contractors, suppliers, customers and invitees with these parking provisions, rules and regulations.
9. Licensor reserves the right, without cost or liability to Licensor, to tow any vehicles which are used or parked in violation of these rules and regulations.
10. Licensor reserves the right from time to time to modify and/or adopt such other reasonable and non-discriminatory rules and regulations for the parking facilities as it deems reasonably necessary for the operation of the parking facilities.

EXHIBIT "C"**LICENSEE'S INSURANCE REQUIREMENTS**

This outlines the insurance requirements of your Lease. To assure compliance with these terms, we suggest you send a copy of this Exhibit to your insurer or agent. Initial Certificates must be provided to Licensor prior to occupancy of the Premises.

Insurance Carriers/Coverage Terms:

All carriers used by the Licensee must be licensed in the state in which the property is located. Insurance carriers must have a financial rating of "A-" or better as defined by the most recent AM Best's rating. The financial size of the carrier must be "VIII" or better as defined by the most recent AM Best's rating. Or, alternatively, Licensee's insurance shall be through a governmental joint powers authority insurance pool for California charter schools.

Licensee may use admitted or non-admitted insurance carrier(s) as long as the insurance carrier(s) is a licensed carrier(s) in the state in which the property is located and that the insurance carrier(s) meet the financial security as defined above, if applicable. In addition:

- Licensee's coverage should be primary and non-contributing to any insurance provided by the Licensor.
- Licensee's policies must include Licensor as an additional insured using endorsement form CG 2026 1185 or an equivalent as follows: "AP-Lancaster LLC, Abbey-Properties LLC, DGA-Properties LLC, The Abbey Management Company LLC, and their respective employees and agents, members, managers, officers and owners (and their beneficiaries, if any) are additional insureds, jointly and/or severally, regarding any coverage afforded by this policy with respect to services and/or materials performed, furnished or supplied on, for or to such properties."

SEND CERTIFICATE TO:

AP-Lancaster LLC
c/o The Abbey Management Company LLC
12447 Lewis Street, Suite 203
Garden Grove, CA 92840
Tel.: 562.435.2100
Fax: 562.435.2109

- Licensee's policies must contain a waiver subrogation clause in favor of the Licensor.
- Licensee's policies must provide severability of interest and may not contain "insured versus insured" exclusions.

1. Comprehensive or Commercial General Liability Insurance (Minimum Limits):

\$1,000,000 Combined Single Limit, each occurrence
\$2,000,000 General Aggregate (minimum) this location
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury & Advertising Injury
\$ 300,000 Fire Legal Liability Limit
\$ 5,000-\$10,000 Medical Payments

- Deductible or Self-Insured Retention not greater than \$5,000.
- Occurrence based on ISO Form (1986 edition or newer). Claims made and/or modified occurrence forms are not acceptable.
- If required, Licensee shall ensure that liquor liability coverage is provided as part of the tenant's comprehensive or commercial general liability insurance subject to the applicable minimum limits of that policy as outlined herein.
- If required, Licensee shall ensure that animal bailee coverage is provided as part of the tenant's comprehensive or commercial general liability insurance subject to the applicable minimum limits of that policy as outlined herein.

2. **Umbrella/Excess Liability Insurance:** \$2,000,000 per occurrence (annual aggregate). Coverage must be as broad as the primary and meet the same requirements as noted in Section 1.
3. **Licensee's Property Insurance:** "All Risks" coverage or utilizing the ISO Special Cause of Loss form. Coverage should extend to both the real property and to the tenant's personal business property and include earthquake sprinkler damage. Coverage to be written on a replacement costs basis sufficient to cover 100% of the replacement cost. Co-insurance must be waived.
4. **Licensee's Business Interruption Insurance:** All Risks coverage of operations at leased premises; covering at least 12 months due to insured peril.
5. **Licensee's Workers' Compensation and Employer's Liability Insurance:** Statutory Limits and terms required by law with subject statutory limits. Employers Liability should be provided at limits not less than (1) \$500,000 each accident or injury, \$500,000 each employee/disease, and \$500,000 disease/policy aggregate limit, or (2) current limit carried, whichever is greater.
6. **Licensee's Automobile Insurance (if requested):** At least \$1,000,000 Combined Single Limit per accident; covering all owned, non-owned, hired autos (Symbol 1 any auto).



Antelope Valley Partners for Health Conference Center Use Contract

Event Dates: Click here to enter a date.

Event Title: Click here to enter text.

Event Times: Click here to enter text.

Event Set Up Times: Click here to enter text.

Approximate Attendance Anticipated: Click here to enter text.

Brief Description of Event: Click here to enter text.

Organization: Empower Generations, a California nonprofit public benefit corporation

Name of Individual / Contact (First & Last): Malaka Donovan

Mailing Address: Click here to enter text.

Email Address: Click here to enter text.

Phone Number: Click here to enter text.

Antelope Valley Partners for Health ("AVPH") hereby grants Empower Generations, a California nonprofit public benefit corporation that operates a public charter school by the same name, Empower Generations ("Organization") access to and use of the Board Room (upstairs), the Intake Room (downstairs), restrooms and the connecting hallway(s) (the "Premises") located at 44226 10th Street West Lancaster, CA 93534 (the "Conference Center") for the Event Dates and Event Times stated above and upon the terms and conditions set forth in this Conference Center Use Contract (this "Contract").

Terms:

___ The Premises shall be reserved for Organization's exclusive use during the Event Dates and at the Event Times, including the Event Set Up Times, stated above upon the return of a signed Contract to AVPH. Organization may cancel any Event Date at any time upon providing notice to AVPH.

___ Organization shall pay a flat rate of \$1,500 per month for use of the Premises. If the Event Dates begin (or end) on a date other than the first (or last) day of a calendar month, then the monthly flat rate shall be prorated on a per diem basis (calculated based on a 30-day month) for such partial month.

___ Full payment of the first installment of the monthly flat rate is due 10 business days prior to the commencement of the Event Dates, and shall include any prorated amount described above for Event Dates prior to the first full calendar month. Thereafter, the monthly flat rate shall be due by the first day of each calendar month.

Regulations:

___ Organization shall be aware of, and shall take reasonable steps to ensure its employees, students and families comply with, all AVPH Conference Center policies and guidelines provided to Organization prior to execution of this Contract, as they pertain to the Organization's use of the Premises.

___ Organization shall comply with all federal, state, and local laws applicable to its use of the Premises, including all applicable ordinances of the City of Lancaster and the County of Los Angeles Sheriff and Fire Departments.



Antelope Valley Partners for Health Conference Center Use Contract

___ Organization shall take reasonable steps to ensure its employees, students and families do not access anywhere in the Conference Center other than the Premises, and Organization shall supervise its students at all times. Furniture in the foyer may not be moved.

___ Organization's employees, students and families may utilize any unreserved parking spaces at the Conference Center on the Event Dates. Service animals are the only live animals allowed on the Premises.

___ Organization assumes responsibility for any damages to the Premises, its contents, and any equipment provided by AVPH and utilized by

___ Organization. Organization will be charged for any necessary repairs or replacement of equipment, even above their security deposit, that is caused by Organization's use of such equipment. All damages must be reported to the AVPH Conference Center staff immediately.

___ Organization is required to leave the room(s) within the Premises in a clean and orderly condition. Waste and all paper products must be placed in trash receptacles. If these conditions are not met, the security deposit will not be returned and/or the actual cost of the cleaning will be charged (whichever is higher).

___ Organization understands that nothing can be attached to the walls, ceiling or any fixtures within the rooms of the Premises without the permission of AVPH Conference Center staff. The use of tacks, nails, screws and/or tape are prohibited. Consider the use of easels for your event. Also, open flame candles, confetti, glitter, rice, streamers or canned streamers (silly string) are prohibited.

___ Organization should bring their own supplies related to its use of the Premises.

___ AVPH will not be able to provide such items as batteries, scissors, papers, pens, pencils, markers, tape, etc. The copy machines are not available for use during events.

___ The Conference Center is a drug, alcohol and smoke free facility. Smoking is prohibited at all times within 20 feet of any entrance doors. Please note: Events may serve alcohol on the premises with the required documentation and licenses.

___ Any food provided by AVPH is not permitted to leave the Conference Center.

Disclaimer:

___ AVPH is not responsible for any lost, stolen or damaged personal property; including envelopes, gifts, decorations, cameras, etc.

___ AVPH reserves the right to change lighting fixtures, flooring, carpeting, tables, chairs, paint, etc. at any time, upon reasonable notice to Organization and provided that such work does not interfere with Organization's use of the Premises during the Event Dates and at the Event Times.



Antelope Valley Partners for Health Conference Center Use Contract

Additional Fees:

___ Organization is responsible to obtain any permits required for its food service, and to abide by all applicable laws and regulations.

___ Room Set Up Fee: Is included in the per month flat rate. The room/s within the Premises will be fully set up with the tables, chairs, linens and audio and visual equipment to the specifications agreed to. Room set up specifications needs to be finalized 10 days prior to the commencement of the Event Dates.

___ Event Extension Fee: Event Times are based on the Organization's arrival to departure. Organization's employees, students and families are to gather their belongings and vacate the Premises immediately following the Event Time each Event Date. Please designate someone to remove any items, including décor, prior to the end of your Event Time each Event Date.

Insurance Requirement:

Organization agrees to maintain the following insurance coverages, and to provide AVPH a Certificate of Insurance or equivalent documentation naming AVPH as ADDITIONAL INSURED with respect to the commercial general liability coverage, as follows:

- ☐ Commercial General Liability: \$1,000,000 each occurrence and \$2,000,000 general aggregate
- ☐ Abuse or Molestation Liability: \$1,000,000 each occurrence and \$2,000,000 general aggregate
- ☐ Professional Liability: \$1,000,000 each occurrence and \$2,000,000 general aggregate
- ☐ Workers Compensation

Additional Terms:

Organization hereby agrees to hold AVPH, its Board of Directors, the individual members thereof, and all AVPH employees free and harmless from any loss, including bodily injury, damage, liability, cost or expense that may arise during or be caused in any way by Organization's use or occupancy the Premises, except for such loss that is caused by AVPH's breach of this Contract, maintenance of the Premises or Conference Center, or otherwise caused by AVPH's negligence or intentional act.

Any controversy or claim arising out of, or relating to, this Contract, or the making, performance, or interpretation thereof, shall be settled by binding arbitration in Los Angeles County, California, pursuant to rules then in effect of the American Arbitration Association or as otherwise agreed upon by the parties, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. Prior to the commencement of such arbitration, the parties shall first meet and seek to resolve any dispute related to this Contract.

All notices, requests, demands and other communications under this Contract are deemed to have been duly given if personally delivered, emailed or mailed by first class mail to the Organization at the address above, and to AVPH at the address provided at the end of this Contract, as applicable.



Antelope Valley Partners for Health Conference Center Use Contract

Organization agrees to abide by the rules and regulations accompanying this application, as set forth in the policies of AVPH and according to the law of the State of California.

Organization shall be responsible for any damages to buildings, furniture, equipment, or grounds occurring through the occupancy or use of the Premises by Organization. The person signing this application on behalf of Organization is an authorized agent of Organization.

By signing and returning this Contract the Organization hereby agrees to the terms and conditions set forth herein. If violation to any of these conditions set forth in this Contract occurs, the Organization may be subject to monetary penalties and will lose the privilege of renting this meeting facility in the future.

Printed Name: _____ Title _____
Organization

Signature: _____ Date _____
Organization

Printed Name: _____ Title _____
AVPH Staff Member

Signature: _____ Date _____
AVPH Staff Member

Return completed Contract to:

Cecelia Gibson
Associate Director of Community Centers
Antelope Valley Partners for Health
44226 10th Street West, Lancaster, CA. 93534
Phone: (661) 942.4719 X200
cgibson@avph.org

Visa, MasterCard and American Express are accepted. Please make checks payable to Antelope Valley Partners for Health.



"Our goal is to get your business back up
and running as quickly as possible."

Non-Binding Moving Estimate		Job No: CM667846	
The Commercial Movers 11150 W Olympic Blvd #115 Los Angeles CA 90064 US DOT: 3347804 Registration #: 0192125		Customer Rep: Markw Phone: (424) 238-2070 Fax: 818-668-3208 Email: mark@themovingandstorageexperts.com Web: http://www.thecommercialmovers.com	
Moving From		Moving To	
Empower Generations / David Williams 43301 Division Street. Unit #303 Apartment , Floor: 1 Lancaster, CA 93535 Phone: (661) 886-9384		Empower Generations / David Williams 21622 Plummer St Storage , Floor: 1 Chatsworth, CA 91311 Phone: (310) 886-9384 david.williams@ileadav.org	
Extra Stop / Notes			
The main move is the move into our storage facility.			
50% Deposit Due 7/20/2021		\$ 5,677.50	
Deposit will apply against progress billing and then against final invoice.			
Relocation Details		Relocation Rate	
Job No:	CM667846	2 Truck/s, 6 Workers, \$325.00/hrs 14.0 hours	\$4550.00
Estimate Date:	07/26/2021	Moving the items to the new office location / 3 men / 8 hours	\$1280.00
Representative:	Markw	Truck Fee / \$75.00 per truck per day	\$225.00
Move Type:	Local Move, 68 miles	Storage / \$70.00 per month per vault / Approx 20 vaults needed	\$1400.00
Estimated Volume:	2285 cf. (15995 lbs)	Eventual return trip out of storage back to the new Lancaster office	\$3900.00
Move Day:	Tuesday/Wednesday	Job Order	\$11355.00
Move Date:	07/27/2021- 07/28/2021	Customer Payment:	\$5677.50
Arrival Window:	08:00 AM		
Created on:	07/14/2021		
Articles List 1 Items, 1 Pieces			
Qty	Items	Qty	Items

1	[Office Move]		
---	-----------------	--	--

Packing Material List									
Qty	Material	Unit Price \$	Qty	Material	Unit Price \$	Qty			
								Material	Unit Price \$

Understanding Your Estimate

Choosing the right mover is one of the most important decisions you will face. That’s why smart businesses trust their most important moves to The Commercial Movers.

Building Insurance

Building insurance can easily be issued at \$1,000,000 coverage if buildings need additional insurer to be added to policy. This is an additional cost of \$79 and must be communicated to us 48 hours before your move, otherwise it cannot be issued.

Terms & Conditions

1. Customer’s representative must be present at origin and destination during the actual move, authorized to make changes to the scope of the move.
2. Any deviations from the specifications, sequence or scheduling of the move as listed in this Agreement may result in an adjusted price.
3. A Bid price includes moving and placing items only once. Subsequent moving and re-handling will result in additional charges.
4. Unless otherwise expressly agreed in writing, The Commercial Movers will invoice Customer for: (a) all The Commercial Movers personnel involved in each transaction accord- ing to the Standard Rates found on the Bill of Lading and in the Proposal, which rates are subject to change; (b) Overtime Labor Rates on services provided after 8 hours in a day, after 5 PM Monday through Friday and all day Saturday, and Premium Time on Sundays and Holidays; (c) Drive Time charges are calculated on a portal-to-portal basis, including loading and unloading; (d) all equipment and other rental charges; (e) all consum- able packing and moving supplies in either the exact amount used, or as a pro-rated charge based on The Commercial Movers policy; and (f) an additional round trip beyond one delivery and one pickup of cartons.
5. Additional charges will be made if the following conditions do not exist at both origin & destination facilities: (a) adequate light, heat, air and power, and access to adequate parking; (b) exclusive and uninterrupted use of the agreed upon number of elevators; (c) all loading and unloading areas must be accessible, and free of debris or any other impediments to moving, and (d) construction, renovation, decorating and other work must be complete or at a status that will not impede the move.
6. The work to be performed by The Commercial Movers will comply only with wage laws minimally required of all employers regardless of industry, and will not comply with additional federal, state, or local funding provisions such as but not limited to Prevailing Wage requirements, unless expressly agreed in writing by The Commercial Movers. If no work has been performed and Prevailing Wage or similar requirements apply, The Commercial Movers may at its option declare this Agreement/Proposal/Bid null and void, in which case The Commercial Movers shall re-bid the Project. Client shall indemnify and hold The Commercial Movers harmless for any and all increased costs incurred by The Commercial Movers as a result of a later decision, miscom- munication, or misunderstanding by either party that Prevailing Wage or similar requirements should have applied to a project.
7. Situations beyond the reasonable control of The Commercial Movers, such as but not limited to traffic delays and severe weather may result in delays and additional charges.
8. The Commercial Movers reserves the right to impose a Supplemental Energy Charge and a Consumable Supplies Charge.
9. If The Commercial Movers is performing installation services, the customer shall be responsible for electrical hardwiring, permits for electrical work, and all necessary products and information to complete the installation according to the installation plan and Quote.
10. Items exceeding \$5,000 per piece must be identified to The Commercial Movers in writing no less than 24 hours before the move.

11. If Customer tenders items for storage, The Commercial Movers shall have a lien on the stored items for all storage and other charges, and this Agreement shall constitute a Warehouse Receipt and Storage Agreement.

Payment Terms

- 1. Payment shall be due in full prior to commencement of services unless credit is requested and approved, in which case a 50% advance deposit will be required. Deposits will apply against progress billing and then against final invoice.
- 2. Payments are due and payable no later than the last day of the move. Finance charges will accrue on all late payments at the lower of 12% per annum or the maximum legal rate permitted under applicable law.

Limitations on Liability The Commercial Movers shall not be liable except to the extent of its failure to use ordinary care. The Commercial Movers shall not be liable for damage to fragile items that are not both packed and unpacked by its employees, contractors or agents. In any event, Customer is limited to damages of sixty cents (\$0.60) per pound per item, at no additional cost. Additional coverage, at Customer’s expense, is available upon request and subject to written agreement signed by Customer and The Commercial Movers. Unless expressly agreed in writing, The Commercial Movers shall not be required to provide a watchman and failure to do so will not constitute negligence. **THE COMMERCIAL MOVERS SHALL NOT IN ANY EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM ANY LOSS, DAMAGE, DELAY OR DESTRUCTION OF ANY ITEMS, OR ANY DATA OR SOFTWARE STORED IN ANY ITEMS, REGARDLESS OF THE CAUSE.** Protection from Damage;

Miscellaneous

The Agreement :

- (a) includes these Terms and Conditions and the duly executed The Commercial Movers Proposal, Bills of Lading and Change Orders;
- (b) embodies the entire agreement between the parties pertaining to the subject matter hereof and any additions or modifications to this Agreement must be in writing signed by both parties;
- (c) supersedes all verbal, written and electronic representations, understandings and agreements; and (d) shall be construed as sever-able, so the invalidity of any provision shall not affect the validity of any other provisions. If Customer elects to use purchase orders in the course of the transactions covered by this Agreement, the purchase orders shall be for Customer’s internal purposes only, and shall not constitute contractually binding provisions or binding amendments to this Agreement. None of the pre-printed terms and conditions stated on any Customer purchase order will be of any force or effect; provided that if any particular purchase order requires special terms and conditions not addressed by this Agreement, then those terms shall be conspicuously noted on the face of the purchase order, and must be specifically accepted by signature in ink by The Commercial Movers before such terms will apply. Any claim arising out of or related to this Agreement or in connection with any stored or handled items, whether founded in tort. contract or statute, shall be subject to binding arbitration under the Commercial Rules of the American Arbitration Association (AAA) in Los Angeles County, California. The prevailing party shall be entitled to reimbursement of its costs and reasonable attorney’s fees.

Customer Name	Customer Signature	Date
Foreman's Name	Foreman's Signature	Date

CONSTRUCTION DRAWINGS INDEMNITY AGREEMENT

This CONSTRUCTION DRAWINGS INDEMNITY AGREEMENT (this "**Agreement**") is entered into as of July 7, 2021, by and between **AP-LANCASTER LLC**, a Delaware limited liability company ("**Landlord**"), and **EMPOWER GENERATIONS**, a California non-profit corporation ("**Tenant**"), with reference to the following recitals of fact.

A. Landlord and Tenant are negotiating a proposed lease agreement (the "**Lease**") with respect to 8,108 rentable square feet of space located at 44236 W. 10th Street, Suite A, Lancaster, California (the "**Premises**"). Capitalized terms not defined herein shall have the meaning ascribed thereto in the Lease.

B. In order to attempt to meet the Tenant's objectives with respect to the Delivery Date of the proposed Lease, Tenant wishes to have architectural and MEP drawings (the "**Plans**") prepared for the construction of the Initial Leasehold Improvements in the Premises prior to the parties' complete execution of the proposed Lease.

C. The parties acknowledge that the Plans may include architectural and MEP drawings for other tenants or other tenant improvements adjacent to the Premises, and the parties agree that Tenant shall not be responsible pursuant to this Agreement for any costs incurred by Landlord that are not related to the Plans for the Initial Leasehold Improvements in the Premises for the benefit of Tenant.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Upon complete execution of this Agreement, Landlord shall engage its architect(s) to commence preparation of the Plans for construction of the Initial Leasehold Improvements, and to begin the process of obtaining the permits from the City of Lancaster that will be required before construction can commence.

2. If the Lease is not fully executed between Landlord and Tenant by **July 21, 2021**, then Tenant agrees to reimburse to Landlord all amounts, up to a total of **\$7,000.00**, that Landlord pays or becomes obligated to pay for the architect fees and other costs associated with preparation and permitting of the Plans with respect to the Premises only, through the date Landlord or Tenant first notifies the architect of any such failure. In order to meet the July 21, 2021 deadline, the parties agree to review and provide comments to the other party within three (3) business days of receiving comments from the other party. Such reimbursement, if any, shall be made by Tenant within ten (10) business days after Landlord's delivery of an invoice with respect thereto. The parties agree that Tenant shall not be responsible for any costs that are not related to the Plans for the Initial Leasehold Improvements in the Premises. The foregoing notwithstanding, if prior to July 21, 2021, Landlord elects to end lease negotiations with Tenant in order to pursue a lease transaction for the Premises with another party, then Tenant shall have no obligation to reimburse Landlord for any architect or permit fees in connection with the Plans.

3. Nothing contained in this Agreement shall require either party to negotiate any provisions in connection with the proposed Lease, or to require either party to execute the proposed Lease. After the execution of the Lease, the terms and provisions of the Lease shall govern with respect to the payment of the architect's fees and costs and which party is responsible therefor.

4. The terms of this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. Until the Lease is executed (if at all), this Agreement represents the entire agreement among the parties with respect to the matters contained in this Agreement and supersedes any prior negotiations, representations, or agreements, whether written or oral, with respect to the Agreement. This Agreement may be amended, modified, or altered only by written instrument, signed by Landlord and Tenant. This document shall have no binding force or effect until its execution and delivery by both Landlord and Tenant. The provisions of this Agreement shall be construed as to

their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. Each individual executing this document on behalf of Tenant represents that he/she is duly authorized to execute and deliver this document on behalf of the entity. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Any party may transmit its signature to this Agreement by email attachment, and such signature page shall be deemed an original ink signature.

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

LANDLORD:

**AP-LANCASTER LLC, a
Delaware limited liability company**

By: DGA-Properties LLC, a
Delaware limited liability company
Its: Managing Member

By: Abbey-Properties LLC, a
California limited liability company
Its: Managing Member

By:  _____

Name: Eamonn Pardini

Its: Vice President

TENANT:

**EMPOWER GENERATIONS, a
California non-profit corporation**

By:  _____
Malaka Donovan

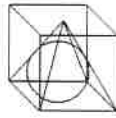
Name: _____
Site Director

Its: _____

By: _____

Name: _____

Its: _____



C O M B S + M I G U E L
A R C H I T E C T U R E

July 27, 2021

Elaine Williamson
iLEAD Schools

PROPOSAL FOR ARCHITECTURAL & ENGINEERING SERVICES

A new Tenant Improvement
Lancaster, CA

We are presenting our Proposal to provide Architectural and Engineering Services for your approval and for your submittal of these drawings and calculations for Plan Check. We will make all necessary corrections and resubmit them to you as required.

SCOPE OF BASIC SERVICES

The Scope of Basic Services will be as follows: Provide Architectural, Structural, Plumbing and Electrical Engineering for the attached, approximately 7,000 s. f. Tenant Improvements to an existing Grocery Store Building located in Lancaster, CA. We are assuming that Drawings of the Existing Building and Site are available for us to use in a DWG Format as reference for our design. These Drawings to include an Architectural, Structural, Plumbing and Electrical Drawings.

FEES

Our fee is calculated as follows:

Combs + Miguel Architecture	\$ 14,400.00
AXO Plumbing, Electrical and Structural Engineers	\$ 5,700.00
Total Fee for Basic Services	\$ 20,100.00

PAYMENT OF FEES

A retainer fee to begin services:	\$ 4,000.00
Submittal Drawings to you for Plan Check	\$ 15,000.00
Approval of Drawings for Plan Check:	\$ 1,100.00
Total Fee for Basic Services	\$ 20,100.00

REIMBURSABLE EXPENSES

Reimbursable expenses will only be for printing and plotting of the drawings and will be billed at 1.15 times our direct expense.

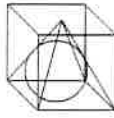
EXTRA SERVICES

Extra Services, beyond Basic Services will be provided only upon your written approval and will be on an hourly bases.

27413 TOURNEY RD. SUITE 100 SANTA CLARITA, CA 91355

TEL: (661) 259-7600 FAX: (661) 259-7555

E-Mail: jcombs@combsmiguel.com / Website: combsmiguel.com



CANCELLATION OF THE PROJECT

If the project is terminated prior to the completion of design, the total fee due will be the sum of the progress billings to the end of the previous month plus a mutually agreeable amount for the work expended during the month of cancellation.

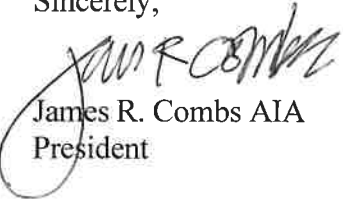
OWNERSHIP OF DESIGN AND DRAWINGS

The ideas, concepts, designs, drawings and other documents are an instrument of professional services and the intellectual property of Combs+Miguel Architecture, Inc. and it is not to be used in whole or in part for any project without the written authorization of Combs+Miguel Architecture, Inc. These documents are prepared by the Architect for the use solely with respect to this project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including copyright. The use of these designs and documents by the Owner, Contractor or others for any other purposes is prohibited without the written consent of the Architect and will do so at the user's risk and full legal responsibility.

Upon your acceptance of this proposal, it will serve as a Letter of Agreement governing this project to provide the above mentioned services and authorize us to proceed with the services. This Agreement may be amended only by written instrument signed by both parties.

We hope this proposal meets with your needs. Please sign in the space provided below as an agreement for the scope of services and fees proposed and return a signed copy with to our office.

Sincerely,

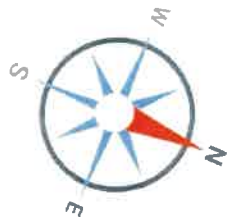

James R. Combs AIA
President

Approved

Printed Name

Signed by

Date



7164 st

- Clouds
- Artwork/Ban
- Wall
- Furniture
- Light



PLAN
DATE: 11/11/11

MILIDARO

Contractor License 1075484
LICENSED, BONDED AND INSURED

Corporate Office: 10312 Norris Ave Unit D
Pacoima, CA 91331
Phone: 818-284-4340

To: Maker Learning Network

Site: 44236 10th Street West
Lancaster, CA

ESTIMATE #: 2172021

Date: 7/21/2021

Project Name:

We Propose the following bugetary number for the sum of **\$ 255,500.00**

Scope of Work:

Interior buildout per preliminary design by Elaine Williamson, not to exact specification for budgetary purpose.

3 Offices, flex workspaces, childcare room with adjacent bath/wash room, mens and womens bathrooms, kitchen area, meeting room, storage room, server room, pantry

Includes Framing, Drywall, Electrical, Plumbing, HVAC, Painting, Interior Doors, Front Double Doors, Side Double Doors, Casework Area, Glass, Bathroom, Misc Hardware

Items below have a bugetary allowance alocated to them and are included in the total project budgetary price above:

Framing	\$	21,000.00
Drywall	\$	29,000.00
Electrical	\$	25,000.00
Plumbing	\$	24,000.00
Fixtures	\$	15,000.00
Bathroom Partitions	\$	12,000.00
HVAC	\$	15,000.00
Paint	\$	12,000.00
Side Door cut, steel	\$	9,000.00
Glass Side Door	\$	14,000.00
Casework Area	\$	21,000.00
Interior Doors	\$	10,000.00
Interior Glass	\$	4,500.00
Fire Alarm System	\$	8,500.00
Misc Hardware	\$	7,500.00
Playground Area	\$	18,000.00
Low Voltage Cabling	\$	5,500.00
Front Door - Entry	\$	4,500.00
ESTIMATED TOTAL	\$	255,500.00

Inclusions:

- All work to be completed as noted in estimate during normal business hours.
- Permits / Fees required by Building and Safety.

Exclusions:

- Permits
 - Engineering
 - Architectural
 - In-Ground Drains
 - Playground Equipment
 - Kitchen Appliances
 - Bond
-

All in accordance with plans and specifications
except as noted above, and all subject to terms
and provisions listed below.

Milidaro, LLC.

By: Michael Marilia

IMPORTANT NOTE: Due to the current steel price fluctuation this quote is subject to change and/or increase if not accepted, and Product ordered, within thirty (30) days of the proposal date above.

1. If a contract is the result of this proposal this proposal becomes the basis for and a part of the formal contract.
 2. All proposals are made for prompt acceptance and may be withdrawn or changed without notice after thirty (30) days.
 3. All agreements are contingent upon strikes, accidents, delays or carriers and other delays unavoidable or beyond our control.
 4. Price includes our standard insurance coverage & forms. Special insurance requirements will be subject to review & may result in additional costs or exclusions.
 5. An additional fee will be charged for all bonds.
 6. A 10% deposit of the contract price is due at time of proposal acceptance and the remaining balance is due upon installers arrival on the property for installation unless prior credit or payment terms have been made in writing.
 7. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the proposal.
- *Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Contractor's State License Board, 1020 N St., Sacramento, CA 95814.

LOW-INCOME FARE is EASY (LIFE) PROGRAM

LIFE & LIFE Limited

FY21 OPERATING GUIDELINES

**EFFECTIVE
JANUARY 1, 2021**

TABLE OF CONTENTS

Mission Statement.....	3
Program Overview	3
List of Transit Operators in the LIFE Program.....	3
LIFE Administrator Contact Information and Service Areas	4
LIFE Administrator Service Area Map.....	5
Criteria for LIFE Administrators	6
Criteria to Become a LIFE Partner Agency	6
Procedures for Partner Agencies.....	7
How to Enroll in the LIFE/LIFE Limited Program/Patron Income Eligibility Requirements	9
LIFE Program Subsidy Offered	10
Agency Procedures for LIFE Enrollment	11
Subsidy Criteria for LIFE Limited Patrons.....	13
LIFE Limited Rides	14
Procedures for Distributing Transportation Subsidies	16
Procedures of LIFE limited Distribution	19
Criteria for Participating Taxi Companies	21
Criteria for Participating Taxi Companies (continued)	23

MISSION STATEMENT

Provide transportation assistance to low-income transit riders and offer limited rides to the most economically vulnerable and transit dependent in Los Angeles County.

PROGRAM OVERVIEW

In May 2017, the Los Angeles County Metropolitan Transportation Authority (LACMTA) Board of Directors approved the Low-Income Fare is Easy (LIFE) program to assist patrons with resources to utilize the transit system. LIFE offers fare subsidies that may be applied towards the purchase of LACMTA or any LIFE participating operator pass and regional ride options.

Subsidies Offered – LIFE offers discounts towards a purchase of a pass or 20-Regional Rides. In addition, LIFE Limited offers taxi coupons, Variable Value Vouchers (VVVs) or 4-Regional Ride Tickets. The LIFE Limited program is available to qualifying agencies approved by the Administrator, these agencies must serve the populations detailed in page 13.

LIST OF TRANSIT OPERATORS IN THE LIFE PROGRAM

Metro
Antelope Valley Transit Authority
LADOT
Long Beach Transit
Culver City Municipal Bus Lines
Norwalk Transit System
Gtrans
Pasadena Transit
Montebello Bus Lines
Torrance Transit System
Santa Monica - Big Blue Bus
Santa Clarita Transit
Foothill Transit

LIFE ADMINISTRATOR
CONTACT INFORMATION AND SERVICE AREAS

The following are the geographical areas that each administrator is responsible for across Los Angeles County.

FAME Assistance Corporation (FAC):

Located at: 1968 W. Adams Blvd., Los Angeles CA 90018

Contact Telephone: (323) 870-8575

LIFEinfo@famecorporations.org

FAME's service areas are: Antelope Valley, Central Los Angeles, Gateway Cities, San Fernando Valley, South Bay, Westside Cities and Santa Clarita Valley located in the Northwestern and Southwestern regions.

International Institute of Los Angeles (IILA):

Located at: 3800 La Crescenta Avenue, Suite 207, Glendale, CA 91214

Contact Telephone: (818) 244-2550

LIFEinfo@iilosangeles.org

IILA's service areas are: Gateway Cities and San Gabriel Valley located in the Southeastern region.

The enrollment and/or subsidy distribution is made available throughout Los Angeles County via a wide range of not-for-profit and governmental agencies that enroll and/or distribute subsidies to the low-income population.



CRITERIA FOR LIFE ADMINISTRATORS

Administrators are contracted by LACMTA to administer the LIFE program and manage LIFE partner agencies in their respective areas and ensure that the LIFE program is operated according to the LIFE Operating Guidelines. Administrators are responsible to comply with the terms of the current Memorandum of Understanding (MOU) including amendment 1.1 that refers to timely reimbursements of Taxi companies. In addition, Administrators should follow the criteria set for the distributing agencies. Especially, the sections on accountability, transportation subsidy security, screening for patron eligibility, record keeping, training and procedures for distributing transportation subsidies (taxi coupons, VVVs and 4-Regional Ride Tickets) should be carefully followed by the Administrators.

CRITERIA TO BECOME A LIFE PARTNER AGENCY

Administrators recognize the importance of careful screening of the agencies to ensure that they will follow the LIFE Operating Guidelines. The following are the minimum eligibility requirements for partner agencies. Additional criteria may be added as requested by the Administrator.

The agency must:

- Be a not-for-profit 501 (c) (3) organization and be established in Los Angeles County for a or minimum of 3 years or part of a local jurisdiction (city or county of Los Angeles).
- Operate out of a fixed structure.
- Have a minimum of 50 people participating in their program, which includes both parent agency and all satellite offices.
- Not sell TAP fare products by way of the Retail Point of Sale (RPOS) (Having an RPOS device is immediate disqualification and or termination from the program).
- Be committed to following all LIFE program requirements.

Agencies must have internet access and computer systems necessary to operate LACMTA's patron information database at the time of enrollment or distribution.

Participating agencies must follow the program guidelines set by LIFE Administrators in distribution of media to the eligible patrons. They may develop their own policy identifying individuals as having an unmet transportation need while maintaining the minimum eligibility criteria set by Administrator. **It is important that agencies recognize that the goal of LIFE is to subsidize transportation and that it is not an entitlement program.** Since LIFE is to be used by persons without access to other transportation resources, participating agencies are responsible for becoming aware of other transportation resources which might meet patrons' needs.

PROCEDURES FOR PARTNER AGENCIES

All partner agencies must adhere to the following “Participant Eligibility Requirements” guidelines as applicable to the service they provide.

Program Requirements

- **Agreement** – Administrators will enter into an agreement only with organizations that are committed to serving the community and retaining the integrity of the LIFE program. A senior official who has authority to sign contracts on behalf of an agency must sign a written agreement with their Administrator and provide information needed to complete the *Agency Register* form. Information on this form includes the name, title, and signature of those individuals authorized to receive, distribute or enroll in the LIFE or LIFE Limited (i.e. taxi coupons/VVVs and/or 4-Regional Ride Tickets for the agency). Each agency is to notify their Administrator immediately of any changes in this form concerning the signature of its senior official and all authorized staff.

Each agency is to develop and provide to their Administrator a set of its eligibility criteria specifying how it will allocate this limited resource and determine individual eligibility. This statement is to include specifics on why the LIFE program would be selected over other transportation subsidy programs for individuals with urgent transportation needs. If any agency changes its eligibility criteria, these changes are to be submitted to their Administrator prior to implementation.

Administrators retain the right to cancel its agreement with an agency for any action that jeopardizes the program, or any reason Administrator deems appropriate and necessary.

- **Accountability** – Every agency is responsible for accounting and keeping accurate records of the taxi coupons/VVVs and/or 4-Regional Ride Tickets it receives. Every taxi coupon/VVV/4-Regional Ride Ticket has a unique serial number on it that is traceable back to the distributing agency and enables the agency to track its handling of taxi coupons/VVV/4-Regional Ride Tickets. No subsidy is to be distributed without following the procedures in this document.
- **Auditing** – From time to time, distributing agencies may be audited by their Administrator, LACMTA auditors or asked to track the disposition of a single taxi coupon/VVV/4-Regional Ride Ticket. For any audit or taxi coupon/VVV-tracking/4-Regional Ride Ticket, full agency cooperation is required.
- **Transportation Subsidy Security** – Agencies are to keep taxi coupons/VVV/4-Regional Ride Tickets in a safe place and protect them as cash. Lost, stolen or unaccounted for taxi coupons, VVV/4-Regional Ride Tickets are to be reported immediately to their Administrator, and a police report must be made out and submitted to their Administrator. Agencies will be responsible for reimbursing LACMTA for any media which has been lost, stolen or unaccounted for.

- **Screening for Patron Eligibility-** Each agency must screen for eligibility of all patrons before enrolling them or distributing taxi coupons, VVVs, and/or 4-Regional Ride Tickets by completing a LIFE Patron Application. Each patron must show supporting documentation to accompany the form in order to establish and meet the minimum eligibility requirements set forth by LACMTA. Qualifying support documents should include identification, residency, domicile, income level, and/or other documents which demonstrate eligibility. ONLY in cases where such documentation is not available due to homelessness or other exceptional circumstances, the agency providing the service may execute a LIFE Limited Agency Affidavit of Eligibility certifying the eligibility of the patron based on the agency's own knowledge and such an affidavit will be deemed to constitute evidence of eligibility.
- **Record Keeping** – To control and track usage, each agency is required to record taxi coupon/VVV and 4-Regional Ride Ticket disbursements in the User Log that accompanies every set of taxi coupons/VVVs/4-Regional Ride Tickets. Patron's information is entered in the User Log which is accompanied by each pack of taxi coupons/VVVs/4-Regional Ride Tickets. This information includes patron's name, address and phone number. In order to track and account for every taxi coupon/VVV, every line of the log is to be completed. "Void" is to be written when appropriate, and voided taxi coupons/VVVs retained to be returned to their Administrator. Ditto marks on the form are acceptable only for those patrons who receive more than one taxi coupon/VVV at a time. Agency will retain on file all programs records and user logs for a minimum of three years prior to the current program year.
- **Training** – Each enrollment/distributing agency's authorized staff is responsible for attending an initial LIFE program orientation/training session provided by their Administrator and any additional training requirement deemed necessary by their Administrator. Each agency is also responsible for providing any additional training on revisions to the LIFE program.

Receiving Transportation Subsidies (Taxi Coupons, VVVs, 4-Regional Ride Tickets)

- **Authorization to Accept Transportation Subsidies** – Only authorized staff may accept delivery of and distribute taxi coupons/VVVs and/or 4-Regional Ride Tickets. Each agency is to authorize at least two people to sign for and accept delivery of transportation subsidies and disburse these subsidies and initial the *User Log*. Names, titles, and signatures are to be provided on the Agency Register Form. Administrators are to be advised immediately of any changes in personnel authorizations.
- **Subsidy Replenishment** – Agencies are responsible for following the distribution schedule set forth by FAC/IILA.

HOW TO ENROLL IN THE LIFE/ LIFE Limited PROGRAM

PATRON INCOME ELIGIBILITY REQUIREMENTS

To be eligible for the LIFE program, each patron must meet the household size and annual income requirements listed below:

Household Size	Annual Income
1	\$39,450 or less
2	\$45,050 or less
3	\$50,700 or less
4	\$56,300 or less
5	\$60,850 or less
6	\$65,350 or less

LIFE Program

The initial enrollment of this program is relatively easy. The following steps are necessary to be completed in order to fulfill LIFE program requirements.

1. To enroll in the LIFE program, a patron must be a resident of Los Angeles County and is required to provide the following documents to an agency in the network.
 - Valid government-issued picture ID
 - Proof of income (check stub, Medi-Cal, EBT, Social Security Award or tax return)
 - Valid TAP card (necessary to receive subsidy)
 - Email address (optional, for update purposes only)

There is no age limit, however, minors under the age of eighteen (18) years must be accompanied by a parent or guardian in order to receive LIFE subsidies.

2. The agency will then assist the patron with enrolling in the LIFE program utilizing a program-specific database.

3. Once enrolled in the LIFE program, the patron can choose any of the options listed in Exhibit A on page 10.

Individuals who are participating in another program that also subsidizes the purchase of passes offered by Metro and any other regional operator, will not be eligible for LIFE subsidies but may qualify for LIFE Limited rides.

LIFE PROGRAM SUBSIDY OFFERED

LIFE offers the following subsidies to regular and reduced fare riders; maximum subsidy per patron per month is as follows:

EXHIBIT A

Subsidy Options	Subsidy Amount	Final Cost
Regular 30-Day/Monthly on <u>one</u> transit system (Local fares only)	\$24	\$76
Regular EZ Monthly Pass (Base fare only)	\$24	\$86
Regular 7-Day/Weekly on <u>one</u> transit system*	\$6 (Up to 4 times a month)	\$19
Senior/Disabled 30-Day/Monthly on <u>one</u> transit system (Local fares only)	\$8	\$12
Senior/Disabled EZ Monthly Pass (Base fare only)	\$8	\$34
College/Vocational 30-Day/Monthly on <u>one</u> transit system	\$13	\$30
Student K-12 30-Day/Monthly on <u>one</u> transit system	\$10	\$14
20 Regional Rides** good for <u>any</u> participating transit system	Free for LIFE patrons.	Free

Interagency transfer applies.

For additional transit operator faretables, visit metro.net/life

To activate the subsidy option, the patron must wait 24 hours after enrollment. Patron must then visit an authorized vendor, visit TAPTOGO.net or call 1.866.TAPTOGO in order to load their subsidy. Then they can effectively utilize their TAP card for their transportation needs.

AGENCY PROCEDURES FOR LIFE ENROLLMENT

Participating agencies are required to enroll all patrons into the LIFE database utilizing the LIFE Program Training Manual and the following guidelines. Prior to entering the patron's information in their LIFE database, it is the responsibility of the agency's employee to verify the patron's ID, income, TAP card, and any other forms of documentation utilized to enroll in the LIFE program.

- **Logging In** – Agencies must have internet access and computer systems necessary to operate LACMTA's patron information database at the time of enrollment or distribution. In order to enroll a patron into the LIFE database, the agency's employee must navigate to the TAPTOGO.net website. Once on the website, the agency's employee will enter their specified email address and password in the upper righthand corner of the page. After signing into the LIFE database account, the agency's employee will automatically be redirected to their portal where they will be able to perform LIFE searches to review and enroll patrons into the program.
- **Welcome Page Navigation** – The following are key functions of the LIFE database interface icons on the main welcome page to further assist in properly navigating through the LIFE database.
 - **Search:** To redirect back to main portal (located on top of the page)
 - **New Family:** Utilize this function to begin enrolling patrons
 - **Search:** To locate a LIFE patron (located in the middle of the page)
 - **Logout:** This function will close your session
 - **Clear Search:** To clear all values, text, or numbers entered in the boxes pertaining to the specific patron's personal information
 - **Header:** To sort patron searches alphabetically (either A to Z or Z to A)
- **LIFE Search** – Once logged into the LIFE database, the agency's employee will be greeted with their portal showing patrons enrolled in their agency. LIFE searches must be complete prior to entering a new application for a patron. When conducting a LIFE search enter any of the fields in the sections provided towards the top of the page with the personal information of the patron, such as, first and last name, date of birth, or application ID. The more information entered, the narrower the search results will be. Once the information is entered, click on search to make sure that the patron is not already registered. If the patron is already registered there is no need to open a new application. If the patron is not registered, then a new application can be opened by navigating through the New Family icon.
- **Adding a Patron and/or Family Member** – After performing a LIFE search, the New Family icon will darken, which means the agency's employee will be able to begin the process of enrolling a patron into the LIFE program. Once the agency's employee clicks on New Family, a new screen will be displayed with fields to be filled in based on the patron's personal information. Blank fields with an asterisk (*) on top of them are required information. Once the information is entered on all the required fields, click save

to save the application. After clicking the save icon, three options will appear at the bottom of the page. The following are key functions of these options.

- **Edit:** To make changes on the application
- **Delete:** Deletes the entire application
- **Submit:** Complete the application process and enroll the patron in the LIFE program
- **Add a household member:** Redirects to a page to add a family member to an existing application

To add a family member to an existing application, the same rules apply as the Head of Household in their member's application. Once complete, click save to add the new family member into the application. After clicking save, the agency's employee will click OK to finalize the application. After verifying that all information is accurately entered, click submit to enroll the patron into the LIFE program.

- **Nearest Vendors List** – After the patron has been successfully enrolled in the LIFE program, the agency's employee must then guide the patron to visit TAPTOGO.net/vendors for further information on accessing their account. The agency's employee and patron can also access a map of the nearest vendors to a specific agency on TAPTOGO.net/vendors.
- **Annual re-enrollment-** each eligible household patron can re-enroll in the LIFE Program at any partnering agency, beginning as early as 30 days prior from their initial enrollment date. Patrons will be notified via email and/or mail with the updated reenrollment process.

SUBSIDY CRITERIA FOR LIFE LIMITED PATRONS

LIFE program fare subsidies are available to Los Angeles County patrons whose household income meets the Los Angeles County poverty guidelines. Residents who do not have access to transportation to meet their basic medical, shelter/housing and job search needs may qualify for LIFE subsidies.

It is important that agencies recognize that the goal of LIFE Limited is to subsidize transportation, and that it is not an entitlement program.

The patron should not be receiving subsidy/service from any other source such as, ACCESS (ASI), City Ride, or SHORE.

Information for Patrons – Agencies are to review the eligibility guidelines with each patron, keep it in the User Log, and refer to it whenever necessary. Each agency is to display and make available to each patron a current roster of approved taxi companies.

There is no age limit, however, minors under the age of eighteen (18) years must be accompanied by a parent or guardian in order to receive fare media.

Enrollment in LIFE Limited will be at the discretion of the agency based on the urgency or short-term transportation needs of the individual.

Trip purposes eligible for LIFE Limited fare subsidy:

- Medical Appointment
- Mandatory Court Ordered Appearance
- Shelter
- Food Banks
- Hospital Release
- Appointments for county and local government agencies (i.e. Social Security, DPSS, Department of Motor Vehicles).
- Case Management is ONLY eligible if:
 - Required by the case/social worker
 - Drug/Alcohol treatment/dependency visits
 - Job Search/Interview

Medical emergencies do not qualify for eligible trip purpose.

Trip purposes NOT eligible for LIFE fare subsidy:

- Class/School Attendance
- Employment
- Other frequent or recurring activity
- Any non-essential trip or trips not approved by FAC/IILA

LIFE LIMITED RIDES

There are three types of transportation subsidies under LIFE Limited for individuals who are experiencing homelessness, have been discharged from the hospital, have been released from incarceration, a domestic violence victim, and selected Senior facilities. The agencies that assist the above-mentioned individuals must be approved by the Administrator. LIFE Limited offers the following subsidies:

- \$11.00 Taxi Coupon
- Variable Value Voucher (VVV)
- 4-Regional Ride Ticket

The quantity of taxi coupons/VVVs and 4-Regional Ride tickets issued to a single patron will be at the discretion of distributing agency, based on availability and need.

Requirements to Receive Taxi Coupons & Variable Value Vouchers (VVV)

In addition to the requirements set above, any of the following conditions must be met for a patron to qualify to receive taxi coupons/VVVs:

- Frailty
- Mental, developmental or visual disability
- Presence of health risks and/or safety risks in using transit
- Lack of available transit

The urgency of the need, health risk or life-threatening situation would then determine whether one should receive the \$11 Taxi Coupons or the VVVs (i.e. domestic violence shelters, shelters and hospitals/medical centers).

Taxi Coupons

- Each taxi coupon has a fixed maximum value of \$11.00. For estimating purposes, this covers approximately 3 miles.
- If a ride exceeds the value of one taxi coupon, the difference is to be paid by the patron in cash.
- No more than one taxi coupon may be used for a single one-way trip.
- Only taxi companies on the current roster of approved taxi companies may be used for LIFE trips.
- Drivers will not give change if the smart meter reading is less than the value of the taxi coupon used for the trip.

- No portion of a taxi coupon may be used as a tip for the driver; taxi coupons are good for smart meter amount only.

Taxi coupons **must never be used in lieu of an ambulance** in life-threatening situations.

Though there is no maximum for those who receive Taxi Coupons, agencies are expected to validate their patrons need and use discretion when distributing.

Variable Value Vouchers (VVs)

- VVs are available only to certain LIFE agencies qualified by LIFE Administrators. Though the VVs can be used for medical transportation, they **must never be used in lieu of an ambulance** in life-threatening situations.
- Agencies authorized to distribute VVs are allotted a maximum monthly authorized amount and **should not** exceed this amount.
- VVs do not have an individual preprinted value. An agency authorized to distribute VVs must call a taxi company to receive a not-to-exceed amount for each trip and write this amount on the VV. The maximum reimbursement/Do Not Exceed amount of a VV is \$100 for a one-way trip.

Though there is no maximum for those who receive VVs, agencies are expected to validate their patrons need and use discretion when distributing.

Agencies are expected to cover any balance above the \$100 limit. (*See Pages 17 for further instructions*)

VVs will not be reimbursed if agencies provide LACTMA with incomplete information. (*See Page 18 for further instructions*)

4-Regional Ride Ticket

- Patrons who are able to use regular bus or rail transportation for some of their LIFE trips will be issued a 4-Regional Ride Ticket.
- Agencies who are authorized to distribute 4-Regional Ride Tickets, will be issued a monthly allotment based on the needs determined by their LIFE Administrator.

4-Regional Ride Tickets are available through the LIFE program.

Though there is no maximum for those who receive the 4-Regional Ride Tickets, agencies are expected to validate their patrons need and use discretion when distributing.

PROCEDURES FOR DISTRIBUTING TRANSPORTATION SUBSIDIES**\$11.00 Taxi Coupons:**

- The taxi coupon should be distributed to low-income case managed individuals whose trip purpose meets the ones listed in the guidelines and the trip cannot be taken by bus or rail due to safety, security or health of the individual.
- Agencies are not to distribute taxi coupons to agency employees or their families or any of the agency's volunteers.
 - Program patrons must be present to receive taxi coupons. If the patron cannot pick up taxi coupons in person, then taxi coupons may be mailed only if the distributing agency has a written mail distribution policy for eligible patrons on file. In addition, a written approval of their mailing distributing policy from their Administrator must be on file. Patron must be present, unless the agency has received prior formal authorization from the administrator to provide the coupon under extenuating circumstances.
- The log is to be submitted monthly when the form is completed. Totals of each trip purpose code must be calculated at the bottom of each page.
- Agencies who are authorized to distribute \$11.00 Taxi coupons, will be issued a monthly allotment based on the needs determined by their Administrator.
- When issuing a taxi coupon, each agency must ensure that the "agency name," "name of patron" and "signature of patron" sections of the taxi coupons are completed before giving them to patrons. No taxi coupons are to leave an agency without these three sections completed. Taxi drivers are instructed not to honor taxi coupons without names and signatures. At the completion of the trip, patrons sign taxi coupons a second time in the space labeled "verification signature." The taxi driver completes the remaining information on the taxi coupons.

Agency name: Agency name NON-TRANSFERABLE DRIVER TO RETAIN 2 TOP COPIES
 \$11.00 COUPON VALUE \$11.00 F 2629655
 Date: _____
 Begin ODOM Meter: _____ Signature: Recipient to sign Trip Started at Address / City: _____
 End ODOM Meter: _____ Name: recipients name here To / Address / City: _____
 Total Miles: _____ Verification of Signature: _____ To / Address / City: _____
 FAME Assistance Corporation 1968 W. Adams Blvd. Los Angeles, CA 90018 (323) 643-1675
 Meter \$ _____ Taxi company / Fleet Name: _____
 Driver # _____ Cab # _____
 # of Vouchers _____ # of Passengers _____
 JULY 1, 2020 - JULY 31, 2020
 NO CHANGE WILL BE GIVEN

- Above is the proper way for agencies to complete a Taxi Coupon.

Variable Value Vouchers:

The Variable Value Voucher (VVV) program is available to certain authorized agencies participating in the LIFE program for their low-income case managed patrons and if they have trip-needs which cannot be met through any other LIFE program options.

- Agencies are not to distribute VVVs to agency employees or their families or any of the agency's volunteers. Program patrons must be present to receive VVVs.

Agency Procedures:

- The agency representative contacts a taxi company from the approved LIFE program taxi list to request a trip, providing the taxi company with the patron's name, pick-up location, and destination.
- The taxi company provides the agency with the estimated trip-cost. The agency representative will note this amount in the "estimated trip cost" box on the VVV.
- Agencies are required to cover any balance above the \$100.00 limit.
- The agency is to maintain a log noting the distribution of Variable Value Vouchers (patron, origin, destination, authorized maximum amount, trip purpose).
- Each agency must ensure that the "agency name," name of patron", "signature of patron", trip purpose code, and estimated trip cost are visible on the log.
- Each agency must ensure that they notify the patron prior to issuing them the VVV, that they must sign the verification of signature upon entering the taxi.
- All subsidies should be logged into the database at the same time as the distribution.
- **Monthly Limits** – Each agency distributing VVVs is allocated a monthly limit established by FAC/IILA. It is the responsibility of the agency to ensure that VVV trips authorized by the agency do not exceed the monthly limit. Agencies exceeding their monthly limit can and will be billed directly by taxi companies. Failure to pay this in a timely manner may lead to suspension up to termination from LIFE.

NON-TRANSFERABLE DRIVER TO RETAIN 2 TOP COPIES

VARIABLE VALUE VOUCHER

Agency Name Agency Name: Date: <u>Current date</u> Begin ODOM Meter End ODOM Meter Total Miles	Signature <u>Recipient to sign here</u> Name <u>Recipient's name printed here</u> Verification of Signature	Trip Started at Address / City <u>145 West Ave LA</u> To / Address / City <u>678 South Street LA</u> To / Address / City Taxi Company / Fleet Name Dispatcher # / Name <u>Joe or #378</u> Driver # Cab # Estimated Trip Cost <u>\$ 25.00</u> # of Passengers Not to Exceed \$100.00
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FAME Assistance Corporation
 1968 W. Adams Blvd.
 Los Angeles, CA 90018
 (323) 643-1675

Meter
 \$

C

MAY 1, 2019 - MAY 31, 2019
NO CHANGE WILL BE GIVEN

TRIP PURPOSE CODES: C-Care Mgmt Svcs
F-Food Shopping M-Medical S-Shelter V-Void

- Above is the proper way for agencies to complete VVVs.

4-Regional Ride Tickets:

- The 4-Regional Ride Ticket should be distributed to low-income case managed individuals whose trip purpose meets the ones listed in the guidelines.
- Agencies are not to distribute 4-Regional Ride Tickets to agency employees, their families or any of the agency's volunteers. Program patrons must be present to receive 4-Regional Ride Tickets.
- **The database should always be utilized when distributing LIFE subsidies.**
- **User Log** – User Logs must be filled out. The agency is responsible for recording the date, patron name, application number, trip purpose, and 4-Regional Ride ticket serial number. The patron must sign the log and the staff must initial and note totals at the bottom of the form.

Reporting Misuse:

- It is the responsibility of distributing agencies and their staff to report any fraud, misuse, or attempt to illegally handle taxi coupons, VVVs, or 4-Regional Ride Tickets or funds associated with the LIFE program immediately to their Administrator, who will in turn report it to the LACMTA project manager.
- Any agency, individual, or taxi company found attempting to fraud, misuse, purchase, sell or illegally handle taxi coupons, VVVs or 4-Regional Ride Tickets will be permanently removed from the program and may face further legal action.

PROCEDURES FOR LIFE LIMITED DISTRIBUTION

- **Logging In** – Agencies who can distribute LIFE Limited subsidies will use the same

login information as LIFE Regular and procedures for logging in are the same.

- **Accessing LIFE Limited** – Once logged in, agencies with the option to distribute 4-Ride, Taxi Coupon, and/or Taxi Vouchers will see the option for “Go to LIFE Limited” on the top right corner of the welcome page.
- **Welcome Page Navigation** – The following are key functions of the LIFE database interface icons on the main welcome page to further assist in properly navigating through the LIFE database.
 - **Search:** To redirect back to main portal (located on top of the page)
 - **New Subsidy:** Utilize this function to begin distributing subsidy
 - **Search LIFE:** To locate a LIFE Limited patron (located in the middle of the page)
 - **Logout:** This function will close your session
 - **Clear Search:** To clear all values, text, or numbers entered in the boxes pertaining to the specific patron’s personal information
 - **Header:** To sort patron searches alphabetically (either A to Z or Z to A)
 - **Go to LIFE:** This function will revert your session to LIFE Regular database
- **Distributing LIFE Limited Fare Media** – **Once the** LIFE search and client eligibility is conducted **then** start recording distributions in the database by choosing “New Subsidy”, an online application will appear with the following blank fields and will require information to be entered such as:
 - **First Name**
 - **Last Name**
 - **Zip Code**
 - **Date of Birth**
 - **Trip Purpose Code**
 - **LIFE Limited Fare Media Type: 4-Ride, Taxi Coupon, Taxi Vouchers**
 - **4-Ride**
 - All blank fields require data entry and cannot be left blank
 - Subsidy number is required for any fare media distributed
 - Trip Purpose code is required
 - **Taxi Coupon**
 - All blank fields require data entry and cannot be left blank
 - Subsidy number is the coupon number
 - Trip Purpose code is required
 - **Taxi Vouchers**
 - All blank fields require data entry and cannot be left blank
 - Subsidy number is required for any fare media distributed
 - Amount is required for issuance of any taxi vouchers
 - Trip purpose code is required
 - **Notes** section is optional

Once all blank fields are filled out, click “Save” to log the distribution. Patron must fill out a LIFE Limited application on their first agency visit (at each distributing agency),

this application is valid for one year. User logs must be filled out completely to include the patron's signature each time they received any LIFE Limited subsidy"

CRITERIA FOR PARTICIPATING TAXI COMPANIES

All taxi companies in Los Angeles County are eligible to participate in the LIFE program provided they meet the criteria below.

The taxi company must:

- Be franchised/authorized to operate (pick up patrons) by appropriate authorities and local jurisdictions.
- Operate under a signed written agreement with FAC/IILA.
- Be committed to following all programs and reporting requirements.
- Provide proof of general liability (1M) and automobile (350K).
- Provide proof of insurance for all vehicles that will be used by the program patrons.
- Provide copies of valid business license upon renewal.
- Provide additionally insured endorsement form.

Taxi companies that meet all selection criteria are eligible to join the program. This document details what is required of each participating taxi company to ensure continued participation in the program. Any violation or omission of these requirements will preclude a taxi company from further participation in the program.

Program Requirements for Taxi Companies

- **Agreement** – Every taxi company participating in the program must sign a written agreement with FAC/IILA. FAC/IILA retains the right to cancel any agreement with any taxi provider for any reason deemed appropriate by FAC/IILA. Once a taxi company is certified for the program, its name and phone number are added to the roster of authorized participating taxi companies. Only authorized taxi companies will be reimbursed for services rendered.
- **Accountability** – Each taxi company is responsible for accounting for all taxi coupons it receives and for keeping accurate records of taxi coupon receipts. Periodically, taxi companies will be audited by FAC/IILA for taxi coupon/VVV use and reimbursement procedures. If a taxi company is audited, full cooperation is required.
- **Training** – Each taxi company is responsible for training its staff and drivers to properly execute program requirements.

Taxi companies are to ensure that:

- Drivers provide courteous, professional services for all taxi coupon/VVV users and treat LIFE patrons no differently from other passengers.
- Drivers complete all information on the taxi coupon/VVV completely, accurately and legibly.

NON-TRANSFERABLE DRIVER TO RETAIN 2 TOP COPIES


\$11.00 COUPON VALUE \$11.00 F 2637650

Agency Name	Date <u>Current date</u>	
Begin ODOM Meter	Signature	Trip Started at Address / City
<u>31539</u>		<u>123 Maple Ave LA</u>
End ODOM Meter	Name	To / Address / City
<u>31542</u>		<u>456 Elm St LA</u>
Total Miles	Verification of Signature	To / Address / City
<u>3</u>	<u>Passenger to Sign</u>	
 <p>FAME Assistance Corporation 1968 W. Adams Blvd. Los Angeles, CA 90018 (323) 643-1675</p>		<p>Taxi company / Fleet Name</p> <p><u>Yellow Cab</u></p>
<p>SEPTEMBER 1, 2020 - SEPTEMBER 30, 2020</p> <p>NO CHANGE WILL BE GIVEN</p>		<p>Driver #</p> <p><u>1340</u></p>
		<p>Cab #</p> <p><u>48913</u></p>
		<p># of Vouchers</p> <p><u>1</u></p>
		<p># of Passengers</p> <p><u>1</u></p>

- Above is the proper way for Taxi Companies to complete a Taxi Coupon.

NON-TRANSFERABLE DRIVER TO RETAIN 2 TOP COPIES

VARIABLE VALUE VOUCHER F 343194

Agency Name:	Date:	
Begin ODOM Meter	Signature	Trip Started at Address / City
<u>31539</u>		
End ODOM Meter	Name	To / Address / City
<u>31542</u>		
Total Miles	Verification of Signature	To / Address / City
<u>10</u>	<u>Passenger to sign</u>	
 <p>FAME Assistance Corporation 1968 W. Adams Blvd. Los Angeles, CA 90018 (323) 643-1675</p>		<p>Taxi Company / Fleet Name</p> <p><u>Yellow Cab</u></p>
<p>SEPTEMBER 1, 2020 - SEPTEMBER 30, 2020</p> <p>NO CHANGE WILL BE GIVEN</p>		<p>Dispatcher # / Name</p> <p><u>1340</u></p>
		<p>Driver #</p> <p><u>48913</u></p>
		<p>Cab #</p> <p><u>2</u></p>
		<p>Estimated Trip Cost</p> <p><u>30.42</u></p>
		<p># of Passengers</p> <p><u>2</u></p>
		<p>Not to Exceed \$100.00</p>
		<p>TRIP PURPOSE CODES: C-Case Mgmt Svcs F-Food Shopping M-Medical S-Shelter V-Void</p>

- Above is the proper way for Taxi Companies to complete a VVV.

PROCEDURES FOR PARTICIPATING TAXI COMPANIES (continued)

After collecting taxi coupons/VVVs from drivers and verifying that they are completely, accurately, and legibly completed, the taxi companies are to compile the data provided on them for the report to their Administrator. This report must accompany every invoice. No reimbursement will be given to taxi companies for improperly or fraudulently completed taxi coupons/VVVs.

Each taxi company is to develop an internal procedure for verifying and re-verifying VVV counts and VVV information. Each company must assure that their process includes all the following steps:

- The Administrator is to be invoiced for no more than the smart meter amount of the trip.
- For trips in which taxi coupons are used, the maximum amount invoiced shall be in accordance with the Smart Meter and not exceed \$11.00 per taxi coupon.
- No more than one taxi coupon should be accepted for the one-way trip same trip.
- For VVV trips, the maximum amount invoiced shall not exceed the not-to-exceed amount on the VVV. In special circumstances where the amount exceeds, it is the issuing agency's responsibility to pay the difference.
- For any VVV trip that exceeds \$100, the Administrator can be invoiced only **up to** \$100.
- Taxi companies must ensure that each taxi coupon and/or the VVV is appropriately completed as specified on page 22, before accepting them.
- Taxi companies are to check each taxi coupon/VVV to assure that the total trip mileage reasonably matches the smart meter reading. Taxi coupons/VVVs are deemed complete when accompanied by a Smart Meter receipt or an online GPS tool distance determination.

Dispatch Procedures

When a patron calls for a taxi, the dispatcher will be advised if the trip will be paid for with a LIFE program taxi coupon/VVV. The dispatcher is to advise the driver if a taxi coupon/VVV will be used for the trip.

Driver Procedures

- The driver verifies the signature. Drivers are not to accept VVVs from patrons whose second signature does not match the original.
- The driver is to complete each taxi VVV with all necessary information:

- a) Date of trip
 - b) Begin Odometer
 - c) End Odometer
 - d) Total Miles
 - e) Trip Started at Address/City (origin)
 - f) To Address/City (destination)
 - g) Taxi company
 - h) Driver number
 - i) Taxi number
 - j) Number of patrons on the trip
 - k) Meter (amount on smart meter)
- Drivers are to log every trip paid for with a LIFE taxi coupon/VVV on their day's waybill or trip sheet and to follow all standard practices as required by the taxi company.
 - Drivers are to treat all taxi vouchers as cash and surrender them to the company cashier according to the company's standard procedures.
 - Taxi drivers should not honor taxi coupons/VVVs without names and signatures. At the completion of the trip, patrons sign taxi coupons/VVVs a second time in the space labeled "verification signature." The taxi driver completes the remaining information on the VVV.

Billing Cycle

- Invoices are to be submitted bimonthly on the first and fifteenth of the month and received by the Administrator by the 10th calendar day of the billing period's close.

Taxi coupons/VVVs not invoiced within thirty (30) days of the taxi coupons/VVV's expiration date will not be reimbursed.

To acknowledge receipt of FY21 Operating Guidelines, all staff who will be authorized to execute the program must read sign the required acknowledgment form provided by the Administrator.

**LIFE Program
(Low Income Fare is Easy)**

**Participation Agreement
Effective January 1, 2020 – June 30, 2024**

FAME Assistance Corporation (FAC) has approved *Empower Generations* for participation in the *Low-Income Fare is Easy Program*.

FAME Assistance Corporation (FAC) ("Grantor") has approved ("Participant") to receive a grant under the LIFE (Low-Income Fare is Easy) Program.

Under this agreement ("Agreement"), Participant agrees that:

1. Participant will enroll and activate eligible patrons in the LIFE Program for the purpose specified within this Agreement and the LIFE Operating Guidelines (see Attachment A).
2. Participant program agreements are not transferable by the Participant to any other organization without the express prior written permission.
3. **Participant will retain on file all program records for a minimum of three years prior to the current program year. Specific program records to be retained are further defined in the LIFE Operating Guidelines.**
4. FAC will conduct site visits to monitor LIFE operations and record keeping. Participant agrees to make program records and staff available for inspection by representatives and auditors of FAC or the Los Angeles County Metropolitan Transportation Authority at reasonable times and upon reasonable advance notice.
5. **Participant agrees that it will only enroll and activate eligible clients as specified in the LIFE Operating Guidelines. Additionally, Participant agrees that it will not enroll and activate patrons who receive transportation assistance from other programs.**
6. The Participating Agency agrees to undergo an initial and annual training for all authorized staff to utilize the LIFE database, and all program requirements to enroll clients and distribute subsidy.
7. Participant agrees to supply FAC with such other information as may be necessary or desirable to permit FAC to exercise its responsibility for supervision of the grant as required by the Los Angeles County Metropolitan Transportation Authority.

8. Participant will take full responsibility in the event of program abuse and/or failure to comply with this written Participation Agreement with FAC.
9. FAC reserves the right to place Participant on probation and to terminate Participant from the LIFE Program for failure to comply with the terms of this contract or the written Program Guidelines.
10. FAC shall not be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Participant under or in connection with any work, authority, or jurisdiction delegated to Participant under this Agreement. Additionally, Participant will indemnify FAC and hold it harmless from any and all claims, liabilities, damages and causes of action of every type, whether known or unknown, arising out of or from any act or omission of the Participant or its agents.
11. FAC may release information concerning this grant to the press and to other news media, at such time or times as it shall deem appropriate. If Participant shall desire to release any such information, copies of all proposed releases and other published material shall be submitted to FAC and the distribution of the same will be conditional upon FAC approval.
12. Upon acceptance of this agreement, Participant shall be subject to the terms and conditions stated above, with the understanding that neither the approval, the award, the acceptance nor the payment of such grant shall obligate FAC to provide the Participant with any additional support.
13. This funding shall be conditioned upon funding from the Los Angeles County Metropolitan Transportation Authority.
14. This grant is hereby accepted by Participant, upon and subject to the terms and conditions herein above stated. Participant's signature below shall be deemed as an acceptance of this Agreement by Participant.

FAME Assistance Corporation

Dated: _____

LIFE, Program Manager

Dated: _____

Agency, Executive Director or Signatory