



## 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

<b>Meeting Date</b>	Thursday, April 7, 2022
<b>Start Time</b>	4:00 PM
<b>End Time</b>	5:30 PM
<b>Location</b>	This meeting will be virtual. You can join us at: Zoom Meeting: <a href="https://zoom.us/j/5395735793">https://zoom.us/j/5395735793</a> Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
<b>Purpose</b>	Regular Scheduled Meeting

### Agenda

#### 1. Opening Items

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1.1. Call The Meeting To Order

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1.2. Roll Call

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1.3. Pledge Of Allegiance

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1.4. Approve Agenda

**Due date:** 4/14/2022

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1.5. Approve Minutes

**Due date:** 4/14/2022

#### Documents

- Minutes-2022-02-10-v2.pdf
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#### 2. Curriculum Moment

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2.1. Curriculum Moment

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#### 3. Public Comments

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3.1. Public Comments

The public may address the 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.

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## 4. Consent Items

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### 4.1. Personnel Report

**Due date:** 4/14/2022

#### Documents

- Personnel Report\_Empower 3.31.2022.pdf
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### 4.2. Check Register

**Due date:** 4/14/2022

#### Documents

- EG Payment Register\_20220329.pdf
- 

### 4.3. AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements

Request approval of required Analysis of AB 361 Emergency Legislation regarding the ability of the Board and public to meet safely in person given measures to promote social distancing.

**Due date:** 4/14/2022

#### Documents

- EG - AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements (1).pdf
- 

## 5. Discussion and Reports

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### 5.1. School Director Report

#### Documents

- Director Report 3\_31\_22 (2).pdf
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### 5.2. Construction Update

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## 6. Action Items

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### 6.1. 2nd Interim Report

Request ratification of the 2021-2022 2nd Interim report.

**Due date:** 4/14/2022

#### Documents

- Empower Generations 2021-2022 Alt. Form and MYP.pdf
- 

### 6.2. School Plan For Student Achievement

Request approval of School Plan For Student Achievement which outlines the Title I, II, and IV programs put into place with the Federal Funding requested for this year.

**Due date:** 4/14/2022

#### Documents

- SSC Approved - Empower Generations SPSA 21\_22 - Draft (3).pdf
-

### 6.3. Revised Mental Health Policy

Request renewal of the Revised Mental Health Policy. [iLEAD Student Support - Counseling Page](#)

**Due date:** 4/14/2022

#### Documents

- Empower Generations (redline) Mental Health Policy 3\_2022.pdf
- 

### 6.4. Learner Residency Policy

Request approval of the Learner Residency Policy as written by legal counsel.

**Due date:** 4/14/2022

#### Documents

- Learner Residency Policy - Empower Generations .pdf
- 

### 6.5. AP - Lancaster LLC Temporary Lease Addendums

Request ratification of Temporary Lease Addendums 1 - 3 extending lease through August 31, 2022.

**Due date:** 4/14/2022

#### Documents

- EG and AP-Lancaster LLC Temporary Lease - 3 Amendments.pdf
- 

### 6.6. Board Updates

Review and alter Board Member Roles of President, Secretary, and Treasurer as the Board sees fit.

**Due date:** 4/14/2022

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## 7. Board Comments

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### 7.1. Board Comments

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## 8. Closing Items

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### 8.1. Graduation Date

June 9, 2022 at 5:00 p.m.

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### 8.2. Next Meeting Date

May 12, 2022

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### 8.3. Adjournment

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

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



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



## MEETING MINUTES - Empower Generations Board

### Meeting

<b>Date</b>	Thursday, February 10, 2022
<b>Started</b>	4:04 PM
<b>Ended</b>	5:46 PM
<b>Location</b>	This meeting will be virtual. You can join us at:  Zoom Meeting: <a href="https://zoom.us/j/5395735793">https://zoom.us/j/5395735793</a> Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
<b>Purpose</b>	Regular Scheduled Meeting
<b>Chaired by</b>	Michelle Fluke
<b>Recorder</b>	Roselia Calderon

### Minutes

#### 1. Opening Items

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##### 1.1. Call The Meeting To Order

Meeting was called to order at 4:04 p.m.

**Status:** Completed

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##### 1.2. Roll Call

All members were in attendance except Sharon Calvert.

**Status:** Completed

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##### 1.3. Pledge Of Allegiance

The Pledge of Allegiance was recited.

**Status:** Completed

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##### 1.4. Approve Agenda

Motion: Hannah-Marie

Seconded: Annaliisa

Unanimously Passed

Sharon Calvert Absent

**Due date:**

**Status:** Completed

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##### 1.5. Approve Minutes

Motion: Hannah-Marie

Seconded: Annaliisa

Unanimously Passed

Sharon Calvert Absent

**Due date:**

**Status:** Completed

Documents

- Minutes-2021-12-09-v1.pdf
  - Minutes-2021-12-09-v1 (1).pdf
- 

## 2. Curriculum Moment

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### 2.1. Curriculum Moment

Tanya Fornelli presented the Curriculum moment and answered questions of the Board.

**Status:** Completed

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## 3. Public Comments

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### 3.1. Public Comments

The public may address the 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.

No Public Comments were made.

**Status:** Completed

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## 4. Consent Items

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### 4.1. Personnel Report

Motion: Marcia

Seconded: Annaliisa

Unanimously Passed

Sharon Calvert Absent

**Status:** Completed

Documents

- Personnel Report\_Empower 1.31.2022-2.pdf
- 

### 4.2. Check Register

Motion: Marcia

Seconded: Annaliisa

Unanimously Passed

Sharon Calvert Absent

**Status:** Completed

Documents

- EG Payment Register\_20220202.pdf
- 

#### 4.3. AB 361 Brown Act Resolution

Request approval of required Analysis of AB 361 Emergency Legislation regarding the ability of the Board and public to meet safely in person given measures to promote social distancing.

Motion: Marcia

Seconded: Annaliisa

Unanimously Passed

Sharon Calvert Absent

**Status:** Completed

Documents

- EG - AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements.pdf
- 

### 5. Discussion and Reports

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#### 5.1. School Director Report

Malaka Donovan presented the School Director Report and answered questions of the Board.

**Status:** Completed

Documents

- Director Report 2\_3\_22.pdf
- 

#### 5.2. Annual Form 700

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

Kim Lytle, iLEAD Support Provider, gave Annual Form 700 report and answered questions of the Board.

**Status:** Completed

Documents

- Annual Form 700 Electronic File Support Document.pdf
- 

#### 5.3. Mid Year LCAP and Supplement Funding Report

Given the additional funding received by the school after the adoption of the 2021 June LCAP, a report will be provided to review the additional funding streams, learning programs, trainings, educational partner engagement, materials, curriculum, and outcomes thus far within the 2021 - 2022 school year.

Lara Durrell, iLEAD Support Provider, gave Mid Year LCAP and Supplemental Funding Report and answered questions of the Board.

**Status:** Completed

Documents

- 2021-22 Empower Generations LCAP Supplement DRAFT.docx.pdf
-

#### 5.4. Marketing Update

Kristan Van Houten, Maker Learning Network Support Provider, gave Marketing Update and answered questions of the Board.

**Status:** Completed

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#### 5.5. Construction Bids

##### Review of Construction Bids

Elaine Williamson, Maker Learning Network, presented and update on construction ids and answered questions of the Board.

**Status:** Completed

##### Documents

- ProposalEmpowerGenerations01252022full.pdf
  - EMPOWER GENERATIONS PROPOSAL.pdf
- 

### 6. Action Items

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#### 6.1. First Interim Report

Request ratification of the First Interim Report related to the school budget through October 2021 which was required and submitted to your authorizer in December 2021.

Kelly O'Brien, iCA Support Provider, presented First Interim Report and answered questions of the Board.

Motion to Ratify: Marcia

Seconded: Annaliisa

Unanimously Passed

Sharon Calvert Absent

Hannah-Marie left at 5:40,Absent

**Due date:**

**Status:** Completed

##### Documents

- 2122 EG FIRST INTERIM 2122 DISTRICT PACKET (1).pdf
- 

#### 6.2. Revised ESSER III Plans

Request ratification of the Board approved ESSER III Plan has been revised and resubmitted according to requirements of the County Office of Education.

Lara Durrell, iCA Support Provider, presented ESSER III Plans, and answered questions of the Board.

Motion: Marcia

Seconded: Annaliisa

Unanimously Passed

Sharon Calvert, Hannah-Marie Absent

**Due date:**



**Status:** Completed

Documents

- Revised & Redlined Empower Generations 2021-22 ESSER III Expenditure Plan.pdf

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### 6.3. 2022 Emergency Operations Plan

Request approval of the 2022 Emergency Operations Plan.

Kim Lytle, iCA Support Provider, presented the 2022 Emergency Operations Plan.

Motion: Marcia

Seconded: Annaliisa

Unanimously Passed

Sharon Calvert, Hannah-Marie Absent

**Due date:**

**Status:** Completed

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### 6.4. 2022-2023 School Calendar

Request approval of the 2022-2023 School Calendar.

Kym Lytle, iCA Support Provider, presented the 2022 Emergency Operations Plan.

Motion: Annaliisa

Seconded: Marcia

Unanimously Passed

Sharon Calvert, Hannah-Marie Absent

**Due date:**

**Status:** Completed

Documents

- 2022-23 draft Empower Generations Calendar Track A v2202011045.pdf

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### 6.5. Board Member Roles

Review and alter Board Member Roles of President, Secretary, and Treasurer as the Board sees fit.

Tabled until all Board Members are here.

**Due date:**

**Status:** Completed

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## 7. Board Comments

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### 7.1. Board Comments

Michelle was happy to see Malaka back. Malaka said this is the best Board ever.

**Status:** Completed

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## 8. Closing Items

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### 8.1. Next Meeting Date

March 10, 2022

Next Meeting Date- March 10, 2022

**Status:** Completed

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### 8.2. Adjournment

Meeting Adjourned at 5:46 p.m.

**Status:** Completed

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**EMPLOYMENT – NEW HIRES**

Marian Tell-Coffield - Guide - 2/15/22

**RESIGNATIONS/TERMINATIONS**

N/A

**STATUS CHANGE**

Sean Rafferty - Facilitator Substitute to Care Team Classroom Support - 2/28/22

Robert Sterling - Care Team - Classroom Support to Care Team - Student Support - 3/2/22

Jeannette Chadwick - Care Team - Classroom Support to Substitute Facilitator - 3/2/22

**Company Name:** Empower Generations  
**Report Name:** Payment Register  
**Report Title 2:** Mission Valley Bank  
**Footer Text:** 02/03/2022-03/29/2022  
**Location:** 115--Empower Generations

Date	Vendor	Method	Amount	GL account/Account label	Memo
2/4/22	TREE001--Treedom Tools,Inc	EFT	100.00	4120--Core Curriculum - Softwa	EG- Software Subscriptions
2/4/22	HESS000--Hess and Associates Inc	EFT	35.00	5310--Professional Dues, Membe	EG- 2nd quarter CAL STRS
2/9/22	ILEA300--iLEAD California	EFT	30,549.09	5852--Student Services Expendi	EG- iCA -Student Support
2/9/22	ILEA300--iLEAD California	EFT	100.02	5310--Professional Dues, Membe	EG- iCA - Subscriptions
2/9/22	ACCR000--WASC Accrediting Commission for Schools	EFT	1,100.00	5310--Professional Dues, Membe	EG-Annual Accreditation Membership 21-22
2/10/22	MESV000--MES Vision	EFT	334.14	3401--Health & Welfare Benefit	EE Benefits 01.22
2/16/22	CIGN000--Cigna Healthcare	EFT	661.76	3401--Health & Welfare Benefit	EE Benefits 02.22
2/16/22	MAKE000--Maker Learning Network	EFT	340.00	5920--Internet Services	EG-Monthly Hotspot Reimbursement - Student Use
2/16/22	ILEA300--iLEAD California	EFT	79.76	5920--Internet Services	EG- iCA -Verizon Hotspots
2/16/22	THEM001--The Moving and Storage Company	EFT	1,520.00	5630--Repairs & Maintenance -	iAD-Moving-February 2022
2/16/22	LEGA003--Legal Shield	EFT	44.85	3402--Health & Welfare Benefit	EE Benefits 01.22
2/16/22	CIGN000--Cigna Healthcare	EFT	766.35	3401--Health & Welfare Benefit	EE Benefits 01.22
2/16/22	LEGA003--Legal Shield	EFT	44.85	3402--Health & Welfare Benefit	EE Benefits 12.21
2/16/22	AFLA000--AFLAC	EFT	433.96	3402--Health & Welfare Benefit	EE Benefits 12.21
2/16/22	SUNL000--Sun Life Assurance Company of Canada	EFT	318.86	3401--Health & Welfare Benefit	EE Benefits 11.21
2/17/22	AMAZ100--Amazon Capital Services (iCA)	EFT	337.03	4305--Educational Supplies (CI	EG-Classroom Supplies
2/17/22	SUNL000--Sun Life Assurance Company of Canada	EFT	173.35	3401--Health & Welfare Benefit	EE Benefits 12.21
2/23/22	TIM100D--Time Warner Cable 9001	EFT	6.83	5920--Internet Services	EG- Internet Acct#069039001
2/23/22	JIVE000--Jive Communications, Inc.	EFT	176.93	5910--Telephone & Fax	EG Phone 02.01.22-02.28.22
2/23/22	FRES001--Fresh Start Healthy Meals, Inc.	EFT	669.50	4710--Vended Food Service	EG- Food Service January
2/23/22	ARTH000--First Insurance Funding	EFT	1,744.42	5410--Liability Insurance	EG-8th Installment Acct# ILEASCH-02
2/24/22	SCHO013--School Food and Wellness Group	EFT	1,000.00	5310--Professional Dues, Membe	EG- NSLP Administrative Fee
2/24/22	PROC000--Procopio, Cory, Hagraeves & Savitch	EFT	152.00	5808--Professional Services -	EG- General Operational Legal Advice
2/24/22	COMB002--Combs & Miguel, Inc	EFT	7,970.05	5630--Repairs & Maintenance -	EG- Maintenance
2/24/22	LOSA001--Los Angeles County Office of Education (LACOE)	Check 2567	6,922.23	9535--Retirement Liability	EG STRS
3/4/22	ERIC000--Eric Armin Inc	EFT	25.31	4305--Educational Supplies (CI	EG- Classroom Supplies
3/4/22	PURE000--Pure Oasis Water	EFT	15.00	4340--Office Supplies	EG- Office Supplies
3/4/22	TEAC005--TeachMe, Inc	EFT	80.00	4120--Core Curriculum - Softwa	EG-Online Subscription
3/4/22	TREE001--Treedom Tools,Inc	EFT	100.00	4120--Core Curriculum - Softwa	EG- Software Subscriptions
3/4/22	MAKE000--Maker Learning Network	EFT	1,500.51	5801--Professional Services -	EG-Monthly Service Fees
3/4/22	CLIF000--Clifton Larson Allen LLP	EFT	1,050.00	5804--Professional Services -	EG- 2nd progress billing for audit
3/9/22	AMAZ100--Amazon Capital Services (iCA)	EFT	159.67	4305--Educational Supplies (CI	EG- Classroom Supplies
3/9/22	THEM001--The Moving and Storage Company	EFT	1,520.00	5630--Repairs & Maintenance -	EG-Moving-March 2022
3/9/22	TIM115A--Time Warner Cable 3018	EFT	2,220.00	5920--Internet Services	EG- 8448 20 006 2573018
3/14/22	CITY001--City of Lancaster Building and Safety Department	EFT	-6,845.00	5630--Repairs & Maintenance -	EG- Building and Safety
3/16/22	ARTH000--First Insurance Funding	EFT	1,744.42	5410--Liability Insurance	EG-9th Installment Acct# ILEASCH-02
3/16/22	JIVE000--Jive Communications, Inc.	EFT	176.93	5910--Telephone & Fax	EG Phone 03.01.22-03.31.22
3/16/22	SCHO009--School Pathways Holdings, LLC	EFT	75.00	5310--Professional Dues, Membe	EG- Subscriptions
3/16/22	FRES001--Fresh Start Healthy Meals, Inc.	EFT	910.00	4710--Vended Food Service	EG- Food Service February
3/17/22	CITY001--City of Lancaster Building and Safety Department	EFT	968.70	5630--Repairs & Maintenance -	EG- Development
3/17/22	COMB002--Combs & Miguel, Inc	EFT	1,600.00	5630--Repairs & Maintenance -	EG- Maintenance
3/28/22	CORP002--Corporate Filings LLC	EFT	39.00	5822--Operating Expenditures -	EG - Registered Agent of CA 3/31/22-3/30/23
3/28/22	iLEA010--iLEAD Online Charter	EFT	617.50	4130--Other Curriculum	EG- Online Classes
3/28/22	ILEA000--iLEAD Lancaster Charter Schools	EFT	268.69	9252--AR - Due to/from iLEAD L	EG- 19/20 Audit - Marketing
Total			\$ 61,806.71		



## **AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements Board Approved:**

Whereas, the Governor signed an Executive Order Suspending the Brown Act until October 1, 2021,

Whereas, the Governor signed Emergency Legislation AB 361 in September 2021,

Whereas, according to AB 361, the public charter school Board may take advantage of additional flexibility in teleconference meetings so long as the school complies with the following:

- The public has access via internet and/or telephone to the Board meeting and can provide public comment in some electronic form,
- The charter school uses its sound discretion and makes reasonable efforts to adhere, as closely as possible, to the other provisions of the Brown Act in order to maximize transparency and provide public access.

Whereas, AB 361 states that:

- If there is a state of emergency proclaimed by the Governor, the same suspension of teleconferencing rules apply, if either state or local officials have imposed or recommended measures to promote social distancing or, by Board vote a finding imminent risk to health or safety of attendees.

Whereas, SB 361 requires:

- The Board must provide means of how public comment will be available (internet/by phone);
- If a technical disruption occurs, no action can be taken; and
- No early requirement for public comment will be set into place and the Board shall allow for “real time” comments during full public comment period; and
- The Board makes a finding every 30 days to continue teleconferencing.

Therefore, based on the Board’s 30-day reconsideration of the current circumstances of the State of Emergency and situations of the State of Emergency continues to directly impact the ability of members to meet safely in person, and/or the State or local officials continue to impose or recommend measures to promote social distancing;

The Board has determined that it will hold its next meeting in a hybrid mode allowing Board Members and the public to attend the meetings in person using social distancing requirements or virtually given individual needs and choice of the attendee.

Empower Generations  
Innovation Studios  
School/Studio Director's Report - Malaka Donovan  
March 31, 2022

## **Curriculum and Instruction Presentations of Learning**

**Title:** Reel Physics

**Competency:** Creativity and Prototyping

**Driving Question:** How can science help make movies more believable?

**Summary:** Reel Physics explores kinematics and dynamics to develop an understanding of realistic motion. They conduct a variety of lab and inquiry activities to expand their understanding of the relationships between position, displacement, velocity, and acceleration. As learners build a foundational knowledge of realistic motion, they analyze clips from action films in order to determine what makes a stunt look realistic or cheesy. Finally, learners will synthesize their kinematic knowledge to create a stop-motion action clip and justify its realism using key concepts from physics.

**Project Upcycle**

**Competencies:** Authentic Problem Solving

**Driving Question:** How can I create a sustainable fashion brand that contributes to the economy and helps protect the environment?

**Summary:** Throughout the 6 weeks, learners will explore the problems behind fast fashion & how that can contribute to the ongoing problem of overconsumption & the climate crisis. During the project, they will learn about economic concepts & skills they will need in order to create their own business plan on a unique & sustainable fashion brand that aims to address the problem of fast fashion. For their final POL, they will present their business plan & create a product sample based on a clothing item their fashion brand will sell. This product needs to be ethically & sustainably made by using old/thrifted clothing & making it into something new.

**Project Upcycle**

**Competencies:** Understanding Ethical Issues/Global Research Analysis

**Driving Question:** How can my knowledge of historical events help me understand the

current effects it has on us today?

**Summary:** Throughout the 6 weeks, learners will explore the many ways in which wars have many impacts on society. They will explore this concept through the study of WW2 and be able to apply similar patterns of history in order to understand the current rising tensions between Russia & Ukraine. During the 6 weeks, they will build the knowledge & skills needed to make connections & patterns in order to identify the many social impacts that wars can make. For their final POL, they will create their own propaganda poster based on a historical event they learned about throughout the six week period. They will also need to complete a reflection along with it in order to explain how their poster reflects their chosen historical event & describe the social impact that their chosen historical event had.

**Title:** *"Never Again!"*

**Competency:** *Global Research and Analysis*

**Driving Question:** To what extent does the analysis of the 10 stages of genocide help us recognize that the world community is making progress in preventing genocide?

**Summary:** *"Never Again!"* is an interdisciplinary genocide studies project that incorporates research, English Language Arts, and World History. Genocide is a human phenomenon that can be analyzed, understood, and consequently may be prevented. In order to answer the driving question learners will define genocide, explore the ten stages of genocide, understand that the stages do not necessarily follow a linear progression and may coexist, and learn that prevention measures may be implemented at any stage. We will use the Holocaust to model the analysis of the 10 stages of genocide then learners will choose a genocide to study and complete their own analysis.

**Title:** *Who Done it?*

**Competency:** *Data interpretation through design, Authentic problem solving, Civic responsibility through policy*

**Driving Question:** *How can I make my world more equitable through science?*

**Summary:** *Using Chemistry and some biology to understand how unknown substances are figured out the students will explain how forensics is used to identify suspects, and substances at a crime scene and the learners will explain the inconsistency in convictions for ethnic populations, and how science can be used to improve the process. The optional project for this activity is devising a chart to explain the rise of carbonic acid in the ocean and explain its effect on sea life on different areas of the planet. The project will also provide a possible solution to the carbonic acid effect of climate change. The learners will present in a google slide.*

## Professional Learning/Facilitator Support

Conversations and Interviews with our Equity Task Force Group  
Data Protocols  
Culturally Responsive Teaching Practices

## Enrollment

Current Enrollment - 79 learners

## OTHER

- **Passed out Flier to these organizations to continue building relationships and as outreach for enrollment:**
  - WIC
  - Grace Resources
  - Hope of the Valley Shelter
  - Wesley Health Center
  - Care Net
  - High Regional Desert
  - AV Youth and Family
- **College Presentations on campus**
  - SJVC
  - UAV
  - AVC (in progress)
  - Cal State Bakersfield (in progress)
- **Learner going to CSUN**
- **iSUPPORT**
  - First meeting April 4th
- **Signage**
  - Working with management company to put signage on front monument
  - Enrolling now flags
  - Banner above space
- **Outreach/Marketing**
  - Poppy Festival
  - Lancaster Farmers Market





# CHARTER SCHOOL SECOND INTERIM FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2021 to June 30, 2022

Charter School Name: Empower Generations  
CDS #: 19 75309 0134619  
Charter Approving Entity: Acton-Aqua Dulce Unified School District  
County: Los Angeles  
Charter #: 1836

**This charter school uses the following basis of accounting:**

**Please enter an "X" in the applicable box below; cI**

<input type="checkbox"/>	<b>Accrual Basis</b> (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)
<input checked="" type="checkbox"/>	<b>Modified Accrual Basis</b> (Applicable Capital Outlay/Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	Original Budget	Board Approved Operating Budget (B)	Actuals to Date	Second Interim Budget Unrestricted	Second Interim Budget Restricted	Second Interim Budget Total (D)	Difference (Col B & D)
<b>A. REVENUES</b>								
1. LCFF Sources								
State Aid - Current Year	8011	1,299,129.00	769,595.00	529,767.00	769,595.00		769,595.00	0
Education Protection Account - Current Year	8012	21,548.00	12,600.00	9,096.00	12,600.00		12,600.00	0
State Aid - Prior Years	8019	0.00	0.00		0.00		0.00	0
Transfer of Charter Schools in Lieu of Property Taxes	8096	45,680.00	29,663.00	18,354.00	29,663.00		29,663.00	0
Other LCFF Transfers	8091, 8097	0.00	0.00		0.00		0.00	0
<b>Total, LCFF Sources</b>		<b>1,366,357.00</b>	<b>811,858.00</b>	<b>557,217.00</b>	<b>811,858.00</b>		<b>811,858.00</b>	<b>0</b>
2. Federal Revenues (see NOTE on last page)								
No Child Left Behind	8290	0.00	0.00			0.00	0.00	0
Special Education - Federal	8181, 8182	11,370.00	10,625.00			10,625.00	10,625.00	0
Child Nutrition - Federal	8220	20,650.00	5,415.00	2,954.00		5,415.00	5,415.00	0

	Other Federal Revenues	8290	212,202.00	211,320.00	33,925.00	0.00	211,320.00	211,320.00	0
	<b>Total, Federal Revenues</b>		<b>244,222.00</b>	<b>227,360.00</b>	<b>36,879.00</b>	<b>0.00</b>	<b>227,360.00</b>	<b>227,360.00</b>	<b>0</b>
3.	Other State Revenues								
	Special Education - State	StateRevSE	76,612.00	72,522.00	34,521.00		72,522.00	72,522.00	0
	Child Nutrition Programs	8520	0.00	579.00	217.00		579.00	579.00	0
	Mandated Costs Reimbursements	8550	1,885.00	4,329.00	4,329.00	4,329.00		4,329.00	0
	Lottery - Unrestricted and Instructional Materials	8560	21,383.00	14,363.00	6,954.00	8,636.00	5,727.00	14,363.00	0
	Low Performing Student Block Grant	8590	0.00	0.00		0.00	0.00	0.00	0
	All Other State Revenues	StateRevAO	77,643.00	77,673.00	4,547.00	77,673.00	0.00	77,673.00	0
	<b>Total, Other State Revenues</b>		<b>177,523.00</b>	<b>169,466.00</b>	<b>50,568.00</b>	<b>90,638.00</b>	<b>78,828.00</b>	<b>169,466.00</b>	<b>0</b>
4.	Other Local Revenues								
	Transfers from Sponsoring LEAs to Charter Schools	8791	0.00	0.00		0.00		0.00	0
	All Other Local Revenues	LocalRevAO	5,000.00	432.00		432.00	0.00	432.00	0
	<b>Total, Local Revenues</b>		<b>5,000.00</b>	<b>432.00</b>	<b>0.00</b>	<b>432.00</b>	<b>0.00</b>	<b>432.00</b>	<b>0</b>
5.	<b>TOTAL REVENUES</b>		<b>1,793,102.00</b>	<b>1,209,116.00</b>	<b>644,664.00</b>	<b>902,928.00</b>	<b>306,188.00</b>	<b>1,209,116.00</b>	<b>0</b>
<b>B. EXPENDITURES</b>									
1.	Certificated Salaries								
	Teachers' Salaries	1100		0.00				0.00	0
	Certificated Pupil Support Salaries	1200	361,200.00	225,105.00	130,915.00	225,105.00	0.00	225,105.00	0
	Certificated Supervisors' and Administrators' Salaries	1300	71,000.00	35,085.00	14,380.00	0.00	35,085.00	35,085.00	0
	Other Certificated Salaries	1900	0.00	0.00		0.00	0.00	0.00	0
	<b>Total, Certificated Salaries</b>		<b>36,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>225,105.00</b>	<b>35,085.00</b>	<b>260,190.00</b>	<b>0</b>
2.	Non-certificated Salaries								
	Instructional Aides' Salaries	2100	30,512.00	65,536.00	36,479.00	65,536.00	0.00	65,536.00	0
	Non-certificated Support Salaries	2200	0.00	29,664.00	16,180.00	0.00	29,664.00	29,664.00	0
	Non-certificated Supervisors' and Administrators' Sal.	2300	86,920.00	82,033.00	47,853.00	82,033.00	0.00	82,033.00	0
	Clerical and Office Salaries	2400	62,931.00	46,034.00	26,853.00	46,034.00	0.00	46,034.00	0
	Other Non-certificated Salaries	2900	144,713.00	7,096.00	4,349.00	7,096.00	0.00	7,096.00	0
	<b>Total, Non-certificated Salaries</b>		<b>325,076.00</b>	<b>230,363.00</b>	<b>131,714.00</b>	<b>200,699.00</b>	<b>29,664.00</b>	<b>230,363.00</b>	<b>0</b>

Description	Object Code	Original Budget	Board Approved Operating Budget (B)	Actuals to Date	Second Interim Budget Unrestricted	Second Interim Budget Restricted	Second Interim Budget Total (D)	Difference (Col B & D)
<b>3. Employee Benefits</b>								
STRS	3101-3102	79,219.00	39,370.00	23,035.00	33,465.00	5,905.00	39,370.00	0
PERS	3201-3202	0.00	0.00				0.00	0
OASDI / Medicare / Alternative	3301-3302	31,658.00	20,633.00	12,036.00	17,538.00	3,095.00	20,633.00	0
Health and Welfare Benefits	3401-3402	111,600.00	54,192.00	32,259.00	45,614.00	8,578.00	54,192.00	0
Unemployment Insurance	3501-3502	6,727.00	8,344.00	4,323.00	7,092.00	1,252.00	8,344.00	0
Workers' Compensation Insurance	3601-3602	23,798.00	14,716.00		12,774.00	1,942.00	14,716.00	0
Retiree Benefits	3701-3702	0.00	0.00				0.00	0
PERS Reduction (for revenue limit funded schools)	3801-3802	0.00	0.00				0.00	0
Other Employee Benefits	3901-3902	19,505.00	0.00				0.00	0
<b>Total, Employee Benefits</b>		<b>272,507.00</b>	<b>137,255.00</b>	<b>71,653.00</b>	<b>116,483.00</b>	<b>20,772.00</b>	<b>137,255.00</b>	<b>0</b>
<b>4. Books and Supplies</b>								
Approved Textbooks and Core Curricula Materials	4100	7,500.00	23,097.00	12,311.00	7,500.00	15,597.00	23,097.00	0
Books and Other Reference Materials	4200	5,000.00	5,000.00	496.00	5,000.00	0.00	5,000.00	0
Materials and Supplies	4300	19,550.00	28,667.00	3,696.00	19,550.00	9,117.00	28,667.00	0
Noncapitalized Equipment	4400	29,500.00	32,236.00	2,736.00	29,500.00	2,736.00	32,236.00	0
Food	4700	21,425.00	29,472.00	4,776.00	21,425.00	8,047.00	29,472.00	0
<b>Total, Books and Supplies</b>		<b>82,975.00</b>	<b>118,472.00</b>	<b>24,015.00</b>	<b>82,975.00</b>	<b>35,497.00</b>	<b>118,472.00</b>	<b>0</b>
<b>5. Services and Other Operating Expenditures</b>								
Subagreements for Services	5100	0.00	0.00		0.00	0.00		
Travel and Conferences	5200	32,650.00	21,229.00	14,616.00	21,229.00	0.00	21,229.00	0
Dues and Memberships	5300	3,500.00	16,999.00	9,916.00	16,999.00	0.00	16,999.00	0
Insurance	5400	6,682.00	8,082.00	4,714.00	8,082.00	0.00	8,082.00	0
Operations and Housekeeping Services	5500	6,549.00	5,170.00	1,477.00	5,170.00	0.00	5,170.00	0
Rentals, Leases, Repairs, and Noncap. Improvements	5600	185,500.00	254,820.44	72,953.00	210,380.00	44,440.44	254,820.44	0
Professional/Consulting Services and Operating Expend.	5800	329,977.00	347,670.00	121,075.00	256,023.00	91,647.00	347,670.00	0

Communications		5900	20,114.00	11,972.00	6,476.00	11,972.00	0.00	11,972.00	0
<b>Total, Services and Other Operating Expenditures</b>			<b>584,972.00</b>	<b>665,942.44</b>	<b>231,227.00</b>	<b>529,855.00</b>	<b>136,087.44</b>	<b>665,942.44</b>	<b>0</b>
<b>6. Capital Outlay</b>									
(Objects 6100-6170, 6200-6500 for modified accrual basis only)									
Land and Land Improvements		6100-6170	0.00	0.00	0.00	0.00	0.00	0.00	0
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.00	0
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.00	0
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0
Depreciation Expense (for accrual basis only)		6900	0.00	0.00	0.00	0.00	0.00	0.00	0
<b>Total, Capital Outlay</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>
<b>7. Other Outgo</b>									
Tuition to Other Schools		7110-7143	0.00	0.00	0.00	0.00	0.00	0.00	0
Transfers of Pass-Through Revenues to Other LEAs		7211-7213	0.00	0.00	0.00	0.00	0.00	0.00	0
Transfers of Apportionments to Other LEAs - Spec. Ed.		7221-7223SE	0.00	0.00	0.00	0.00	0.00	0.00	0
Transfers of Apportionments to Other LEAs - All Other		7221-7223AO	0.00	0.00	0.00	0.00	0.00	0.00	0
All Other Transfers		7280-7299	0.00	0.00	0.00	0.00	0.00	0.00	0
Debt Service:									
Interest		7438	0.00	0.00	0.00	0.00	0.00	0.00	0
Principal (for modified accrual basis only)		7439	0.00	0.00	0.00	0.00	0.00	0.00	0
<b>Total, Other Outgo</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>
<b>8. TOTAL EXPENDITURES</b>			<b>1,301,530.00</b>	<b>1,152,032.44</b>	<b>458,609.00</b>	<b>1,155,117.00</b>	<b>257,105.44</b>	<b>1,412,222.44</b>	<b>0</b>
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND.</b>									
<b>BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>			491,572.00	57,083.56	186,055.00	(252,189.00)	49,082.56	(203,106.44)	260,190

Description	Object Code	Original Budget	Board Approved Operating Budget (B)	Actuals to Date	Second Interim Budget Unrestricted	Second Interim Budget Restricted	Second Interim Budget Total (D)	Difference (Col B & D)
<b>D. OTHER FINANCING SOURCES / USES</b>								
1. Other Sources	8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0
2. Less: Other Uses	7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	0.00	0.00	0.00	0.00	0.00	0.00	0
<b>4. TOTAL OTHER FINANCING SOURCES / USES</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		491,572.00	57,083.56	186,055.00	(252,189.00)	49,082.56	(203,106.44)	260,190
<b>F. FUND BALANCE, RESERVES</b>								
1. Beginning Fund Balance								
a. As of July 1	9791	303,215.00	303,215.00		303,215.00		303,215.00	0
b. Adjustments/Restatements to Beginning Balance	9793, 9795	0.00	0.00				0.00	0
c. Adjusted Beginning Balance		303,215.00	303,215.00		303,215.00	0.00	303,215.00	
<b>2. Ending Fund Balance, Oct 31 (E + F.1.c.)</b>		<b>794,787.00</b>	<b>360,298.56</b>		<b>51,026.00</b>	<b>49,082.56</b>	<b>100,108.56</b>	
Components of Ending Fund Balance:								
Reserve for Revolving Cash (equals object 9130)	9711	0.00	0.00		0.00	0.00	0.00	
Reserve for Stores (equals object 9320)	9712	0.00	0.00		0.00	0.00	0.00	
Reserve for Prepaid Expenditures (equals object 9330)	9713	0.00	0.00		0.00	0.00	0.00	
All Others	9719	0.00	0.00		0.00	0.00	0.00	
Legally Restricted Balance	9740	0.00	0.00			0.00	0.00	
Designated for Economic Uncertainties	9770	0.00	0.00		0.00		0.00	
Other Designations	9775, 9780	0.00	0.00		0.00	0.00	0.00	
Net Investment in Capital Assests (Accrual Basis Only)	9796	0.00	0.00		0.00	0.00	0.00	
<b>Undesignated / Unappropriated Amount</b>	<b>9790</b>	<b>794,787.00</b>	<b>360,298.56</b>		<b>51,026.00</b>	<b>49,082.56</b>	<b>100,108.56</b>	<b>0</b>

**CHARTER SCHOOL**  
**MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

Charter School Name: Empower Generations

CDS #: 19 75309 0134619

Charter Approving Entity: Acton-Agua Dulce Unified School District

County: Los Angeles

Charter #: 1836

Fiscal Year: 2021-22

2021-22 (populated from Alternative Form Tab)						
Description	Object Code	Second Interim Budget Unrestricted	Second Interim Budget Restricted	Second Interim Budget Total	Totals for 2022-23	Totals for 2023-24
<b>A. REVENUES</b>						
1. LCFF Sources						
State Aid - Current Year	8011	769,595.00		769,595.00	1,256,395.00	1,422,979.00
Education Protection Account - Current Year	8012	12,600.00		12,600.00	22,000.00	22,632.00
State Aid - Prior Years	8019	0.00		0.00	51,371.00	52,847.00
Transfer of Charter Schools in Lieu of Property Taxes	8096	29,663.00		29,663.00	0.00	0.00
Other LCFF Transfers	8091, 8097	0.00		0.00	0.00	0.00
<b>Total, LCFF Sources</b>		<b>811,858.00</b>		<b>811,858.00</b>	<b>1,329,766.00</b>	<b>1,498,458.00</b>
2. Federal Revenues						
No Child Left Behind	8290		0.00	0.00	0.00	0.00
Special Education - Federal	8181, 8182		10,625.00	10,625.00	9,692.00	13,310.00
Child Nutrition - Federal	8220		5,415.00	5,415.00	21,683.00	22,767.00
Other Federal Revenues	8290	0.00	211,320.00	211,320.00	36,172.00	36,172.00
<b>Total, Federal Revenues</b>		<b>0.00</b>	<b>227,360.00</b>	<b>227,360.00</b>	<b>67,547.00</b>	<b>72,249.00</b>
3. Other State Revenues						
Special Education - State	StateRevSE		72,522.00	72,522.00	85,201.00	95,611.00

	Child Nutrition Programs	8520		579.00	579.00	452.00	454.00
	Mandated Costs Reimbursements	8550	4,329.00		4,329.00	3,927.00	5,561.00
	Lottery - Unrestricted and Instructional Materials	8560	8,636.00	5,727.00	14,363.00	25,080.00	28,500.00
	Low Performing Student Block Grant	8590	0.00	0.00	0.00	0.00	0.00
	All Other State Revenues	StateRevAO	77,673.00	0.00	77,673.00	42,881.00	42,881.00
	<b>Total, Other State Revenues</b>		<b>90,638.00</b>	<b>78,828.00</b>	<b>169,466.00</b>	<b>157,541.00</b>	<b>173,007.00</b>
4.	Other Local Revenues						
	Transfers from Sponsoring LEAs to Charter Schools	8791	0.00		0.00	0.00	0.00
	All Other Local Revenues	LocalRevAO	432.00	0.00	432.00	0.00	0.00
	<b>Total, Local Revenues</b>		<b>432.00</b>	<b>0.00</b>	<b>432.00</b>	<b>0.00</b>	<b>0.00</b>
5.	<b>TOTAL REVENUES</b>		<b>902,928.00</b>	<b>306,188.00</b>	<b>1,209,116.00</b>	<b>1,554,854.00</b>	<b>1,743,714.00</b>
<b>B. EXPENDITURES</b>							
1.	Certificated Salaries						
	Teachers' Salaries	1100	0.00	0.00	0.00	326,377.00	328,009.00
	Certificated Pupil Support Salaries	1200	225,105.00	0.00	225,105.00	35,175.00	35,351.00
	Certificated Supervisors' and Administrators' Salaries	1300	0.00	35,085.00	35,085.00	0.00	0.00
	Other Certificated Salaries	1900	0.00	0.00	0.00	0.00	0.00
	<b>Total, Certificated Salaries</b>		<b>225,105.00</b>	<b>35,085.00</b>	<b>260,190.00</b>	<b>361,552.00</b>	<b>363,360.00</b>
2.	Non-certificated Salaries						
	Instructional Aides' Salaries	2100	65,536.00	0.00	65,536.00	103,954.00	104,473.00
	Non-certificated Support Salaries	2200	0.00	29,664.00	29,664.00	93,894.00	94,363.00
	Non-certificated Supervisors' and Administrators' Sal.	2300	82,033.00	0.00	82,033.00	87,355.00	87,791.00
	Clerical and Office Salaries	2400	46,034.00	0.00	46,034.00	45,074.00	45,300.00
	Other Non-certificated Salaries	2900	7,096.00	0.00	7,096.00	7,839.00	7,878.00
	<b>Total, Non-certificated Salaries</b>		<b>200,699.00</b>	<b>29,664.00</b>	<b>230,363.00</b>	<b>338,116.00</b>	<b>339,805.00</b>
<b>Description</b>		<b>Object Code</b>	<b>Second Interim Budget Unrestricted</b>	<b>Second Interim Budget Restricted</b>	<b>Second Interim Budget Total</b>	<b>Totals for 2022-23</b>	<b>Totals for 2023-24</b>
3.	Employee Benefits						



STRS	3101-3102	33,465.00	5,905.00	39,370.00	65,079.00	65,405.00
PERS	3201-3202	0.00	0.00	0.00	0.00	0.00
OASDI / Medicare / Alternative	3301-3302	17,538.00	3,095.00	20,633.00	31,108.00	31,264.00
Health and Welfare Benefits	3401-3402	45,614.00	8,578.00	54,192.00	108,000.00	108,540.00
Unemployment Insurance	3501-3502	7,092.00	1,252.00	8,344.00	7,378.00	7,415.00
Workers' Compensation Insurance	3601-3602	12,774.00	1,942.00	14,716.00	20,990.00	21,095.00
Retiree Benefits	3701-3702	0.00	0.00	0.00	20,087.00	20,338.00
PERS Reduction (for revenue limit funded schools)	3801-3802	0.00	0.00	0.00	0.00	0.00
Other Employee Benefits	3901-3902	0.00	0.00	0.00	0.00	0.00
<b>Total, Employee Benefits</b>		<b>116,483.00</b>	<b>20,772.00</b>	<b>137,255.00</b>	<b>252,642.00</b>	<b>254,057.00</b>
<b>4. Books and Supplies</b>						
Approved Textbooks and Core Curricula Materials	4100	7,500.00	15,597.00	23,097.00	7,500.00	7,575.00
Books and Other Reference Materials	4200	5,000.00	0.00	5,000.00	5,000.00	5,050.00
Materials and Supplies	4300	19,550.00	9,117.00	28,667.00	19,550.00	19,746.00
Noncapitalized Equipment	4400	29,500.00	2,736.00	32,236.00	2,950.00	29,795.00
Food	4700	21,425.00	8,047.00	29,472.00	21,425.00	21,639.00
<b>Total, Books and Supplies</b>		<b>82,975.00</b>	<b>35,497.00</b>	<b>118,472.00</b>	<b>56,425.00</b>	<b>83,805.00</b>
<b>5. Services and Other Operating Expenditures</b>						
Subagreements for Services	5100	0.00	0.00	0.00	0.00	0.00
Travel and Conferences	5200	21,229.00	0.00	21,229.00	32,650.00	32,813.00
Dues and Memberships	5300	16,999.00	0.00	16,999.00	3,500.00	3,518.00
Insurance	5400	8,082.00	0.00	8,082.00	6,682.00	6,715.00
Operations and Housekeeping Services	5500	5,170.00	0.00	5,170.00	6,549.00	6,582.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	210,380.00	44,440.44	254,820.44	170,095.00	170,945.00
Professional/Consulting Services and Operating Expenditures	5800	256,023.00	91,647.00	347,670.00	329,578.00	353,762.00
Communications	5900	11,972.00	0.00	11,972.00	20,114.00	20,114.00
<b>Total, Services and Other Operating Expenditures</b>		<b>529,855.00</b>	<b>136,087.44</b>	<b>665,942.44</b>	<b>569,168.00</b>	<b>594,449.00</b>
<b>6. Capital Outlay</b>						
(Objects 6100-6170, 6200-6500 for modified accrual basis only)						
Land and Land Improvements	6100-6170	0.00	0.00	0.00	0.00	0.00

Buildings and Improvements of Buildings	6200	0.00	0.00	0.00	0.00	0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0.00	0.00	0.00	0.00	0.00
Equipment	6400	0.00	0.00	0.00	0.00	0.00
Equipment Replacement	6500	0.00	0.00	0.00	0.00	0.00
Depreciation Expense (for accrual basis only)	6900	0.00	0.00	0.00	0.00	0.00
<b>Total, Capital Outlay</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>7. Other Outgo</b>						
Tuition to Other Schools	7110-7143	0.00	0.00	0.00	0.00	0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0.00	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00	0.00	0.00
All Other Transfers	7280-7299	0.00	0.00	0.00	0.00	0.00
Debt Service:						
Interest	7438	0.00	0.00	0.00	0.00	0.00
Principal (for modified accrual basis only)	7439	0.00	0.00	0.00	0.00	0.00
<b>Total, Other Outgo</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>8. TOTAL EXPENDITURES</b>		<b>1,155,117.00</b>	<b>257,105.44</b>	<b>1,412,222.44</b>	<b>1,577,903.00</b>	<b>1,635,476.00</b>
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		<b>(252,189.00)</b>	<b>49,082.56</b>	<b>(203,106.44)</b>	<b>(23,049.00)</b>	<b>108,238.00</b>
Description	Object Code	Second Interim Budget Unrestricted	Second Interim Budget Restricted	Second Interim Budget Total	Totals for 2022-23	Totals for 2023-24
<b>D. OTHER FINANCING SOURCES / USES</b>						
1. Other Sources	8930-8979	0.00	0.00	0.00	0.00	0.00
2. Less: Other Uses	7630-7699	0.00	0.00	0.00	0.00	0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	0.00	0.00	0.00	0.00	0.00

4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00	0.00	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		(252,189.00)	49,082.56	(203,106.44)	(23,049.00)	108,238.00
F. FUND BALANCE, RESERVES						
1. Beginning Fund Balance		0.00	0.00			
a. As of July 1	9791	303,215.00	0.00	303,215.00	100,108.56	77,059.56
b. Adjustments/Restatements to Beginning Balance	9793, 9795	0.00	0.00	0.00	0.00	0.00
c. Adjusted Beginning Balance		303,215.00	0.00	303,215.00	100,108.56	77,059.56
2. Ending Fund Balance, Oct 31 (E + F.1.c.)		51,026.00	49,082.56	100,108.56	77,059.56	185,297.56
Components of Ending Fund Balance:						
Reserve for Revolving Cash (equals object 9130)	9711	0.00	0.00	0.00	0.00	0.00
Reserve for Stores (equals object 9320)	9712	0.00	0.00	0.00	0.00	0.00
Reserve for Prepaid Expenditures (equals object 9330)	9713	0.00	0.00	0.00	0.00	0.00
All Others	9719	0.00	0.00	0.00	0.00	0.00
Legally Restricted Balance	9740		0.00	0.00	0.00	0.00
Designated for Economic Uncertainties	9770	0.00		0.00	0.00	0.00
Other Designations	9775, 9780	0.00	0.00	0.00	0.00	0.00
Net Investment in Capital Assests (Accrual Basis Only)	9796	0.00	0.00	0.00	0.00	0.00
Undesignated / Unappropriated Amount	9790	51,026.00	49,082.56	100,108.56	77,059.56	185,297.56



Commented [MOU1]: Updated Logo and added footers at the bottom

## **Empower Generations School Mental Health and Suicide Prevention Policy**

The Governing Board recognizes that suicide is a major cause of death among youth and should be taken seriously. In order to reduce suicidal behavior and its impact on learners and families, the Director(s) or designee shall develop preventive strategies, intervention and postvention procedures.

The Director(s) or designee will involve school health professionals, school counselors, administrators, other staff, parents/guardians, learners, local health agencies and professionals, and community organizations in planning, implementing, and evaluating the LEA's strategies for suicide prevention, intervention and postvention.

In a recent poll of 858 teachers by the Association of Teachers and Lecturers, 75 percent of respondents reported that they entered the profession because they wanted to make a difference. Although making a difference likely holds a different meaning for each new teacher, it can be reasonably assumed that academic proficiency is only one piece of what drives millions of dedicated educators to arrive at schools across the country each day. Academic growth is an unquestionably high priority, yet it is secondary to creating a safe and supportive learning environment in which the basic needs and well-being of youth are assured. Only then are learners available to learn, interact, and grow into individuals who are prepared to excel in college, career, and civic life.

### **Background**

Despite an ongoing focus on social-emotional learning and the physical and emotional well-being of youth in America, a growing number of learners continue to experience severe challenges related to anxiety, depression, self-harm and ultimately, suicidal ideation. Whether due to societal pressures, academic stress, bullying, relationship challenges, or mental health factors, rates of suicide among youth continue to increase.

According to the Center for Disease Control, suicide is now the second leading cause of death for youth between the ages of 10 and 24, and results in approximately 4,600 lives lost each year (CDC, 2015, 2016). The number of learners who have survived suicide attempts is also staggering. Data indicates that for every youth suicide that occurs, there have been nearly 34 attempts resulting in approximately 157,000 youths who receive medical care for self-inflicted injuries in hospitals across the country each year.

A nationwide survey of learners in grades 9—12 in public and private schools in the United States found that 16 percent of learners reported seriously considering suicide, 13 percent reported creating a plan, and 8 percent reporting trying to take their own life in the 12 months preceding the survey (CDC, 2015).

Suicide affects all youth groups, but some groups are at higher risk than others. Males are more likely than females to die from suicide. Of the reported suicides in the 10 to 24 age group, 81

percent of the deaths were males and 19 percent were females. However, females are more likely to report attempting suicide than males. Cultural variations in suicide rates also exist, with Native American/Alaskan Native youth having the highest rates of suicide-related fatalities. A nationwide survey of learners in grades 9-12 in public and private schools in the U.S. found Hispanic youth were more likely to report attempting suicide than their black and white, non-Hispanic peers. Studies have also shown that lesbian, gay, bisexual, transgender and questioning (LGBTQ) youth are up to four times more likely to attempt suicide than their non-LGBTQ peers. (El Dorado SELPA Mental Health Guideline Manual)

With those statistics in mind, a nationwide survey conducted by The Jason Foundation indicated that the number one person that a learner would turn to when trying to help a friend at-risk of suicide is a teacher and there is no greater opportunity to make a difference than by providing the life-saving support a learner requires. Therefore, it is imperative that teachers and other school personnel be equipped with the knowledge and skills needed to effectively assist learners at risk of suicide.

### **Prevention**

According to the Suicide Prevention Resource Center, the best way to prevent suicide is through a comprehensive approach that utilizes school-wide prevention to promote emotional well-being and connectedness among all learners. Each school will be provided a comprehensive Mental Health and Wellness procedural guidebook for assistance in taking preventive measures and establishing program to address existing law which requires the governing board or body of a county office of education, school district, state special school, or charter school that serves pupils in grades 7 to 12, inclusive, to, before the beginning of the 2017-18 school year, adopt a policy on pupil suicide prevention, as specified, that specifically addresses the needs of high-risk groups. Existing law requires the Superintendent of Public Instruction to send a notice to each middle school, junior high school, and high school that encourages each school to provide suicide prevention training to each school counselor, provides information on the availability of certain suicide prevention training curriculum, informs schools about certain suicide prevention training, and describes how a school might retain those services. At the onset of the school year, LEA with grades 7-12 will issue identification cards with printed stickers of telephone number for a suicide prevention hotline and crisis text line (SB 972).

As outlined by AB 2246, it is essential that all learners and personnel are knowledgeable in how to identify learners who may be at risk for suicide, as well as confidently know how to get help. Also, as outlined in AB 1436, the LEA will require educational psychologist to complete suicide prevention training assessments, treatment, and management. In addition, the LEA will review their policies on learner prevention every five years and update the policies if necessary (AB 2639). The LEA must be prepared to respond when a suicide attempt or death occurs. LEA will have procedures ready to notify pupils, parents, or guardians at least twice a year (AB 2022). The LEA will be required to disseminate brochures (Back-to-School-August to September and Open-House-April-June) how to access learners mental health services on campus or in the community.

### **Instruction**

Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances learners' feelings of connectedness with the school and is characterized by caring staff and harmonious interrelationships among learners. Programs



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43301 Division Street, Unit 305, Lancaster, CA 95555  
661-506-4561 • allison.bravo@empowergenerations.org

such as; PBIS, Love and Logic, Restorative Justice Practice, ALICE Safe-school and MindUp Curriculum will be used as a first tiered level of intervention to address non-emergency behaviors and establish strong social emotional support addressing learner's behaviors.

The LEA's focus on Social Emotional learning supports the development of problem-solving skills, coping skills, and self-esteem. Suicide prevention instruction shall be incorporated in the secondary grades and foundational programs in building emotional grit will be incorporated in the primary level curriculum in assisting learners from the foundational ages with resource emotional support tools. Such instruction shall be aligned with state content standards and shall be designed to help learners analyze signs of depression and self-destructive behaviors, including potential suicide, and to identify suicide prevention strategies.

The Director(s) or designee may offer parents/guardians education or information which describes the severity of the youth suicide problem, the LEA's suicide prevention curriculum, risk factors and warning signs of suicide, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis.

#### **Teaching and Reinforcing Social-Emotional and Life Skills**

To promote the well-being of learners and the development of their sense of self by teaching them the necessary skills required to be successful in life. Schools should:

1. Incorporate within their Local Control Accountability Plan strategies for the development of social emotional character functions such as mind set, grit and self-efficacy.
2. Provide learners opportunities to practice learned skills, advocate among their peers, and have leadership opportunities in the school and community.
3. Help learners understand the link between physical fitness, good health practices, positive body image, and self-esteem.
4. Incorporate opportunities to build social-emotional skills within the Health and Physical Education curriculum.

#### **School-wide Screening and Early Identification of Problems**

In order to prevent the escalation of social-emotional problems, schools should have methods and procedures for screening and early identification of behavioral problems. Schools should promote early identification by:

1. Conducting mental health assessments of learners for trauma, Adverse Childhood Experiences (ACES) and other chronic health conditions and develop treatment interventions specific to the severity of their co-occurring mental health needs.
2. Developing and implementing a strategic plan for identification of learners with chronic health conditions (such as asthma, diabetes, and obesity) that are known to have co-occurring social-emotional issues.
3. Establishing a Multi-Tiered Support System Team as a means for identifying learners needing support, delivering of services (triage), monitoring, and evaluating the effectiveness of support services.
4. Establishing a Learner Success Team (SST) as a vehicle for the development of intervention strategies, individual case management, coordination, and implementation of school and community resources.



5. Helping staff become more aware of behaviors and health conditions that may require mental health or medical interventions and/or support.

### Staff Development

Suicide prevention training for staff shall be designed to help staff identify and respond to learners at risk of suicide. The training shall be offered under the direction of a LEA's counselor/psychologist and/or in cooperation with one or more community mental health agencies and may include information on:

1. Research identifying risk factors, such as previous suicide attempt(s), history of depression or mental illness, substance use problems, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, and other factors.
2. Warning signs that may indicate suicidal intentions, including changes in learners' appearance, personality, or behavior.
3. Research-based instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health.
4. School and community resources and services.
5. LEA procedures for intervening when a learner attempts, threatens, or discloses the desire to commit suicide.
6. The LEA will have established clear protocol through staff development and procedures put in place in contacting the Mental Health teams available locally when hospitalization may be a need. In addition, procedures for reenter of schools and progress monitoring will be followed for success reunification of the learner and to maintain the safety of the other learners.

### Building Awareness

Twice during the school year; the school will disseminate informational brochures with resources that include tips on suicide prevention-knowing the warning signs, hotline numbers, and various community resources available within their community of outside additional mental health resources. In addition to the brochures, for learners in grades 7-12, a sticker of suicide and help hotline will be placed on every learner's ID card given to them at the commencement of the school year or when enrolled in the school as part of the welcome packet.

As part of the outreach for awareness, we will take due diligence in reaching out to parents and learners through the various means of social network in disseminating resources for mental health wellness. Mental health articles, resources, and tips will be placed in the Facebook, on iLEAD's social media, website and parent newsletters Website and Parents Newsletters.

**Commented [MOU2]:** Specify iLEAD and add general social media reference



**Empower Generations**  
43301 Division Street, Unit 305, Lancaster, CA 93555  
661-506-4561 • allison.bravo@empowergenerations.org

## Intervention

Whenever a staff member suspects or has knowledge of a learner's suicidal intentions, he/she shall promptly notify the director, school psychologist or school counselor. The school psychologist or school counselor shall complete an assessment to determine the learner's risk level. The director, school psychologist, or school counselor shall notify the student's parents/guardians as soon as possible and may refer the learner to mental health resources in the school or community.

Learners shall be encouraged to notify a facilitator, director, school psychologist, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another learner's suicidal intentions.

The Director(s) or designee shall establish crisis intervention procedures to ensure learner safety and appropriate communications in the event that a suicide occurs or an attempt is made on campus or at a school-sponsored activity.

## Comprehensive Learner Support Programs

The school will develop programs to offer comprehensive learner support that addresses learner achievement, attitude (behavior), and attendance utilizing established screening and early identification processes. The Student Support Department in collaboration with the director and the Maker Staff Development Team will provide a variety of programs, services and strategies to increase learner attendance and implement evidence-based strategies for school dropout prevention and re-entry; including early identification of at-risk youth, intensive case management, support for transitions, enrollment in appropriate educational programs, and parent engagement. Learner Support Services supports learners and families including providing direct, individual, and family counseling; visiting learners' homes to exchange information and collaborating with school officials and community agencies. Every school shall have a formal, written, proactive Attendance and Dropout Prevention Plan. E.C. 48340 encourages school districts to adopt learner attendance policy based on the active involvement of parents/guardians, learners, teachers, administrators, other school personnel and community members. The Director shall designate an Attendance and Dropout Prevention Team SART/SARB and convene with them at least twice a year to develop, review and implement a school-wide Attendance and Dropout Prevention Plan. This plan shall be incorporated in the Coordinated Safe and Healthy School Plan for the school. Programs should offer both specific and targeted, intensive interventions that may include strategies, programs, and services such as:

1. Utilizing credentialed Pupil Personnel Services (PPS) staff in the design, implementation, and coordination of universal prevention programs such as Love and Logic, Restorative Justice Practices, PBIS, targeting school and classroom-wide systems for all learners, facilitators and other community stakeholders.
2. Utilizing existing funding sources, including LCCF the development and maintenance of comprehensive Multi-Tiered Support System (MTSS) programs to promote a safe school climate and enhance academic achievement.
3. Using community-based resources to supplement learner support services.



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4. Implement intervention programs to provide early detection and intervention for learners in primary and middle schools as a method for preventing moderate-to-serious emotional and behavioral problems.
5. Providing professional staff such as our counselors, BCBA, and psychologist in development of our facilitative staff capacity with support services about the preventive and therapeutic benefits.
6. Educating all professionals about the comprehensive mental health resources available via **ILEAD ILEAD SCHOOLS**, universal, targeted and intensive services.
7. Maintaining active crisis intervention teams having at least two staff members who are trained through Non-Violent Crisis Intervention Prevention at the school.

Commented [MOU3]: Clerical error

### Coordination of School and Community Resources

In order to ensure every learner meets his or her potential, schools must have clearly developed systems to coordinate and provide support to all learners. Schools must have clearly defined teams in place and participate in community-based partnerships to meet the individual needs of learners who are struggling with academic, attitude (behavior), or attendance problems.

Using community and school resources, schools should provide coordinated support efforts to learners and families by:

1. Utilizing community resources such family focus centers, SELPA, regional and other outreach centers services that promote learner wellness.
2. Participating on local Resource Coordinating Councils.
3. Collaborating with Organizational Facilitators to foster the development of community relationships.
4. Having systematic documentation processes that clearly define and communicate the prevention and intervention efforts attempted on behalf of individual learners.
5. Developed/refine methods such as the ILPs to articulate learner academic, social, and emotional needs and supports across grade levels and during transitions between schools, grades and to post-secondary programs.
6. Promoting and enhancing mental health consultations with facilitators, directors, and other support services personnel.
7. Promoting and expanding mental health providers at school-base.
8. Assuring that support service personnel have consistent opportunities to communicate and collaborate to ensure the best use of available resources and delivery of service.

### Postvention

In the event that a suicide occurs or is attempted on campus, the Director or designee shall follow the crisis intervention procedures contained in the school safety plan. After consultation with the Director(s) or designee and the learner's parents/guardians about facts that may be divulged in accordance with the laws governing confidentiality of learner record information, the Director(s) or designee may provide learners, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. School staff may receive assistance from school counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with learners.

The Director or designee shall implement procedures to address learners' and staffs grief and to minimize the risk of imitative suicide or suicide contagion. He/she shall provide learners,



**Empower Generations**  
43301 Division Street, Unit 305, Lancaster, CA 95535  
661-306-4361 • allison.bravo@empowergenerations.org

parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. School staff may receive assistance from school counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with learners.

Any response to media inquiries shall be handled by the LEA-designated spokesperson who shall not divulge confidential information. The LEA's response shall not sensationalize suicide and shall focus on the LEA's postvention plan and available resources.

After any suicide or attempted suicide by a learner, the Director(s) or designee shall provide an opportunity for all staff and others who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

**The following are provided to assist school site in implementing components of the Empower Generations Mental Health Wellness Plan:**

Model Safe School- Emergency Procedures - The Safe School Plans address violence prevention, emergency preparedness, traffic safety and crisis intervention.

iLEAD California Support Counseling and Intervention Services (CIS) - The Student Support of iLEAD California provide services as needed for Crisis Counseling and Intervention, School Mental Health and is dedicated to restoring and maintaining a safe and healthy learning environment for all Learners and the facilitated staff iLEAD Schools. CIS professional counselors, psychologist as well other facilitators provide crisis response and recovery services in collaboration with law enforcements, Educational Service Centers, and community resources.

**Resources links: At-Risk Student Intervention Programs**

Matrix for Guide from South Carolina to help with drop-out rate

<https://www2.ed.gov/rschstat/eval/sectech/pathways2careers/AtRiskStudentGuide.pdf>

Warning Signs-FACTS: Feelings, Actions, Changes, Threats, Signs

[http://www.sptsusa.org/wp-content/uploads/2015/05/FACTS\\_Warning\\_Signs\\_of\\_Suicide1.pdf](http://www.sptsusa.org/wp-content/uploads/2015/05/FACTS_Warning_Signs_of_Suicide1.pdf)

Non-Violent Crisis Prevention Intervention Training NCPI

<https://www.crisisprevention.com/What-We-Do/Nonviolent-Crisis-Intervention>

California Teen Hotline

<https://teenlineonline.org/yyp/california-youth-crisis-line/>

National Suicide Prevention

<https://suicidepreventionlifeline.org/>

<https://www.crisistextline.org>

Get free help now: Text CONNECT to 741741 in the United States



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43301 Division Street, Unit 305, Lancaster, CA 95555  
661-506-4561 • [allison.bravo@empowergenerations.org](mailto:allison.bravo@empowergenerations.org)

### ***PBIS Resources***

- Positive Behavioral Interventions and Supports: [www.pbis.org](http://www.pbis.org)
- School-Wide Information Systems: [www.swis.org](http://www.swis.org)
- Association for Positive Behavior Support: [www.apbs.org](http://www.apbs.org)
- Florida's Positive Behavior Support Project: <http://flpbs.fmhi.usf.edu>
- PBIS World - A collection of specific strategies: <http://www.pbisworld.com/>
- SELPA Professional Learning Catalog (PBIS trainings available):  
[www.edcoecharterselpa.org/what-we-do/professional-learning](http://www.edcoecharterselpa.org/what-we-do/professional-learning)
- <http://edcoe.org/educational-services/selpa-special-education-local-plan-area/professional-development>

### ***The National Registry of Evidence-Based Programs and Practices (NREPP)***

NREPP is designed to provide reliable information on evidence-based mental health and substance use interventions. The purpose of NREPP is to help people learn more about available evidence-based programs and practices, and determine which of these may best meet their needs. Together with the Substance Abuse and Mental Health Services Administration (SAMHSA), NREPP is working to improve access to information on evaluated interventions and practical applications in the field (NREPP website). For more information and to access the NREPP list of evidence-based practices and programs, please visit: <https://www.samhsa.gov/nrepp>

### ***School Interventions to Prevent Youth Suicide (Technical Assistance Sample)***

Author: Center for Mental Health in Schools at UCLA Date: Revised 2016

Web link: <http://smhp.psych.ucla.edu/pdfdocs/sampler/suicide/suicide.pdf>

Description: This packet of author-produced and other collected materials provides the following: an overview of the problem; a suicide risk assessment; information on planning school interventions and training personnel; guidance on providing support and preventing contagion in the aftermath of a suicide; and sources for hotlines, consultants, and mental health services

### ***Screening/Assessing Students: Indicators and Tools***

Author: Center for Mental Health in Schools at UCLA Date: Revised 2015

Web link: <http://smhp.psych.ucla.edu/pdfdocs/assessment/assessment.pdf>

Description: This packet of author-produced and other collected materials includes overviews, outlines, checklists, instruments, and recommendations and guidelines from Federal agencies related to early identification through screening. It also examines the controversy related to the many false positives resulting from universal screening, as well as issues related to screening high-risk youth.

### ***Suicide Prevention (Quick Training Aids)***

Author: Center for Mental Health in Schools at UCLA Date: Revised 2007

Weblink: <http://www.smhp.psych.ucla.edu/pdfdocs/quicktraining/suicideprevention.pdf>

Description: These quick training aids provide factsheets on suicide rates and methods to assess suicide risk and prevent suicide. Author-produced and other collected materials include several tools and handouts for use with presentations.



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43301 Division Street, Unit 305, Lancaster, CA 95555  
661-506-4561 • [allison.bravo@empowergenerations.org](mailto:allison.bravo@empowergenerations.org)

**Helping Every Living Person (HELP) Depression and Suicide Prevention Curriculum**

Author: Sue Eastgard, Washington State's Youth Suicide Prevention Program

Web link: <http://www.yspp.org/>

Description: This pilot-tested and evaluated curriculum is most appropriate for 9th and 10th grades but may be used in 11th and 12th grades. It consists of four 45-minute lessons designed to be taught by a classroom teacher and can be easily incorporated into existing health classes. The program aims to build students' resiliency, increase their help-seeking behavior, and empower them to help other youth. Activities include discussion, problem-solving, and skill practice. The curriculum includes the DVD "A Cry for Help," Training to learn how to teach this curriculum is strongly recommended but not required

Cost: In Washington State: materials are \$100; training is free.

Outside of Washington State: materials are \$250; training is a negotiable fee.

**LEADS: for Youth (Linking Education and Awareness of Depression and Suicide)**

Author: Suicide Awareness Voices of Education

Web link: <https://www.save.org/what-we-do/education/leads-for-youth-program/>

Description: Student Curriculum: This three-hour curriculum is designed to be presented in three separate class sessions and is usually given during health classes. It is geared toward students in grades 9-12 and combines lecture and discussion. It covers signs and symptoms of depression, risk and protective factors and warning signs for suicide, and the barriers and benefits of seeking help. iLEAD's emphasizes connecting students and teachers to school and community resources and increases skills in how to seek help for oneself or a friend. Training for teachers is included in the curriculum materials. Technical assistance is also available.

Protocols: Also included is a guide to help implement a school suicide crisis management plan that covers prevention, intervention, and postvention.

Cost: \$125

Review: <http://legacy.nreppadmin.net/ViewIntervention.aspx?id=269>



**Empower Generations**

43301 Division Street, Unit 305, Lancaster, CA 95535  
661-506-4561 • [allison.bravo@empowergenerations.org](mailto:allison.bravo@empowergenerations.org)



## Empower Generations Single Plan for Student Achievement

**School Name:** Empower Generations

**About the School:** Empower Generations is a free public charter that supports pregnant and parenting teens to meet their individual goals through a whole-person, whole-family approach. Empower Generations provides pregnant and parenting teens with a safe and nonjudgmental environment to explore and gain confidence amid the unique challenge of young parenthood. We welcome pregnant and parenting high school learners (teen moms and dads) and their young children onto campus 1-2 days per week for group and individual advisory, collaboration opportunities, and one-on-one support. With clear and personalized guidance, learners determine their course of study and method of obtaining graduation requirements, including internship, online courses, independent study, and one-on-one support. Learners realize their potential as confident parents, engaged learners, and active community members while working toward a high school diploma and gaining invaluable real-life experience.

**School Mission and Vision:**

The mission of Empower Generations is to collaborate with learners in health and wellness, lifelong learning, college and career readiness, and community partnership. Learners become self-directed leaders, problem-solvers, creators, collaborators, innovators, and active community members. We accomplish this through a rigorous, relevant, and attainable education program that blends independent study, community experience, and one-on-one support based on the Common Core Standards. We celebrate and foster learners' individuality and support them in discovering their highest potential in the environment that best suits their needs.

The vision of Empower Generations is that all learners will possess the knowledge, skills, and confidence to achieve health and wellness, raise healthy and happy children, master academic standards and develop a deep understanding of subject matter, and collaborate effectively with the community in which they live. All learners will graduate with awareness of and preparedness for the endless possibilities of their future while meeting rigorous and attainable graduation requirements.

**CDS Code:**

19 75309 0134619

**SSC Approval Date:** March 2, 2022

**Local Board Approval Date:**



## Purpose

The purpose of this plan is for targeted support and improvement for learners falling below proficient in English Language Arts and Math.

The school Single Plan for Student Achievement goals are based upon a comprehensive needs assessment that includes an analysis of verifiable state data, including information displayed on the most current CA School Dashboard. Other school data, such as NWEA MAP assessments, is utilized to further measure and monitor achievement throughout the school year. School goals are aligned with Empower Generations' Local Control Accountability Plan (LCAP) goals and include the same metrics/indicators where possible. Input and advice is solicited from key school community members including staff and parents.

The school receives Federal Title I, Title II, and Title IV funding from the Federal government.

Title I funding is allocated for Math and ELA interventions for targeted learners falling below proficiency levels. During the 2021-2022, Title II and Title IV funding will be transferred to the Title I budget in order to add additional support for direct services to targeted learners.

## ESSA Requirements

This plan will align our school goals in this SPSA to the school's Local Control and Accountability Plan (LCAP) as possible. The school will meet the Every Student Succeeds Act (ESSA) by having fidelity and coherence to the California State Standards and the school's educational program as outlined in the most recent charter petition. The school will use Project-Based Learning, a focus on social emotional learning (SEL), and personalized support with a Multi-Tiered System of Support (MTSS). NWEA MAP assessments in math and reading are given 3 times annually to differentiate learning and target struggling learners for support, as well as monthly data protocol by class/grade level and semester school-wide data protocols. The focus on schoolwide coherence, teamwork, learner engagement, learner achievement is how we will strive to meet the ESSA requirements. Educational partners, including the SSC, staff, Board parents, and school leaders will review the SPSA and learning data to ensure that it reflects efforts to increase learner growth and achievement through data informed practices. The SPSA compliments the school's LCAP goals and actions to ensure efficiency in evidence-based continuous improvement practices and school resources.

## Educational Partner Involvement

The annual SPSA process starts in the spring for the following school year and is finalized in the fall after initial learner assessment data is analyzed. The school utilizes numerous ways to obtain feedback and input for the development of the Single Plan for Student Achievement (SPSA) plan. The SPSA is reviewed and input is welcomed by the learners, staff, parents, Board Members, and community members. Staff reviews and analyzes the SPSA through staff meetings. A School Site Council meeting is held to review, give input, and approve the plan before going to the School Board Members for approval.



## Goals, Strategies, Expenditures

**Goal 1:** Enhance academic support and interventions in order to address the needs of low-achieving learners and those at risk of not meeting the challenging state standards in ELA.

### Identified Need

There is a need to increase academic achievement in ELA for identified learners needing targeted intervention based on internal NWEA MAP scores and CAASPP.

### Annual Measurable Outcomes

#### Metric

#### Baseline

#### Expected Outcome

NWEA MAP Test Scores

Being a Dashboard Alternative School Status, focused on credit recovery and graduation, 26% of learners were on track, nearly meeting, meeting, or exceeding benchmark standards on the 2021 Fall ELA MAP scores.

Improve by 2% in the Spring 2022 ELA MAP scores.

### Strategies/Activities

#### Activity

#### Learners to Be Served

#### Strategy/Activity Description

#### Expenditures

#### Amount(s)

#### Funding Source(s)

Target ELA Intervention

Identified learners falling below State proficiency levels.

Designated Care Team Support Provider to work directly with identified learners falling below State proficiency levels. This employee will design, implement, and monitor strategies and activities to support ELA learning in alignment to California State Standards.

\$4,833

Title I



## Goals, Strategies, Expenditures

**Goal 2:** Enhance academic support and interventions in order to address the needs of low-achieving learners and those at risk of not meeting the challenging state standards in math.

### Identified Need

There is a need to increase academic achievement in math for identified learners needing targeted intervention based on internal NWEA math MAP scores and CAASPP.

### Annual Measurable Outcomes

Metric	Baseline	Expected Outcome
NWEA MAP Test Scores	Being a Dashboard Alternative School Status program, focused on credit recovery, and graduation, 6.5% of learners were nearly meeting the standards on the 2021 Fall math MAP scores.	Improve by 2% in the Spring 2022 math MAP scores.

### Strategies/Activities

Activity	Learners to Be Served	Strategy/Activity Description	Expenditures	
			Amount(s)	Funding Source(s)
Targeted Math Intervention	Identified learners falling below State proficiency levels.	Designated Care Team Support Provider and/or Educational Facilitator to work directly with identified learners falling below State proficiency levels. This employee will design, implement, and monitor strategies and activities to support math learning in alignment to California State Standards.	\$5,000	Title I

## Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	\$36,172
Total Federal Funds Provided to the School from the LEA for CSI	0
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$9,833
Total of federal Title Funds for this school	\$36,172





# Instructions

The School Plan for Student Achievement (SPSA) is a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing learner achievement. SPSA development should be aligned with and inform the Local Control and Accountability Plan process.

The SPSA consolidates all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), and for federal school improvement programs, including schoolwide programs, Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), and Additional Targeted Support and Improvement (ATSI), pursuant to California *Education Code (EC)* Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA). This template is designed to meet schoolwide program planning requirements. It also notes how to meet CSI, TSI, or ATSI requirements, as applicable.

California's ESSA State Plan supports the state's approach to improving learner group performance through the utilization of federal resources. Schools use the SPSA to document their approach to maximizing the impact of federal investments in support of underserved learners. The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF).

The LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of learners in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement. Consistent with *EC* 65001, the Schoolsite Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications to the plan that reflect changing needs and priorities, as applicable.

For questions related to specific sections of the template, please see instructions below:

## Instructions: Table of Contents

**The SPSA template meets the requirements of schoolwide planning (SWP). Each section also contains a notation of how to meet CSI, TSI, or ATSI requirements.**



[Stakeholder Involvement](#)

[Goals, Strategies, & Proposed Expenditures](#)

[Planned Strategies/Activities](#)

[Annual Review and Update](#)

[Budget Summary](#)

[Appendix A: Plan Requirements for Title I Schoolwide Programs](#)

[Appendix B: Plan Requirements for Schools to Meet Federal School Improvement Planning Requirements](#)

[Appendix C: Select State and Federal Programs](#)

For additional questions or technical assistance related to LEA and school planning, please contact the Local Agency Systems Support Office, at [LCFF@cde.ca.gov](mailto:LCFF@cde.ca.gov).

For programmatic or policy questions regarding Title I schoolwide planning, please contact the local educational agency, or the CDE's Title I Policy and Program Guidance Office at [TITLEI@cde.ca.gov](mailto:TITLEI@cde.ca.gov).

For questions or technical assistance related to meeting federal school improvement planning requirements (for CSI, TSI, and ATSI), please contact the CDE's School Improvement and Support Office at [SISO@cde.ca.gov](mailto:SISO@cde.ca.gov).

## **Purpose and Description**

Schools identified for Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), or Additional Targeted Support and Improvement (ATSI) must respond to the following prompts. A school that has not been identified for CSI, TSI, or ATSI may delete the Purpose and Description prompts.

### **Purpose**

Briefly describe the purpose of this plan by selecting from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

### **Description**

Briefly describe the school's plan for effectively meeting ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

## **Stakeholder Involvement**



Meaningful involvement of parents, learners, and other stakeholders is critical to the development of the SPSA and the budget process. Schools must share the SPSA with school site-level advisory groups, as applicable (e.g., English Learner Advisory committee, learner advisory groups, tribes and tribal organizations present in the community, as appropriate, etc.) and seek input from these advisory groups in the development of the SPSA.

The Stakeholder Engagement process is an ongoing, annual process. Describe the process used to involve advisory committees, parents, learners, school faculty and staff, and the community in the development of the SPSA and the annual review and update.

*[This section meets the requirements for TSI and ATSI.]*

*[When completing this section for CSI, the LEA shall partner with the school in the development and implementation of this plan.]*

## Resource Inequities

Schools eligible for CSI or ATSI must identify resource inequities, which may include a review of LEA- and school-level budgeting as a part of the required needs assessment. Identified resource inequities must be addressed through implementation of the CSI or ATSI plan. Briefly identify and describe any resource inequities identified as a result of the required needs assessment and summarize how the identified resource inequities are addressed in the SPSA.

*[This section meets the requirements for CSI and ATSI. If the school is not identified for CSI or ATSI this section is not applicable and may be deleted.]*

## Goals, Strategies, Expenditures, & Annual Review

In this section a school provides a description of the annual goals to be achieved by the school. This section also includes descriptions of the specific planned strategies/activities a school will take to meet the identified goals, and a description of the expenditures required to implement the specific strategies and activities.

### Goal

State the goal. A goal is a broad statement that describes the desired result to which all strategies/activities are directed. A goal answers the question: What is the school seeking to achieve?

It can be helpful to use a framework for writing goals such as the S.M.A.R.T. approach. A S.M.A.R.T. goal is one that is **S**pecific, **M**asurable, **A**chievable, **R**ealistic, and **T**ime-bound. A level of specificity is needed in order to measure performance relative to the goal as well as to assess whether it is reasonably achievable. Including time constraints, such as milestone dates, ensures a realistic approach that supports learner success.

A school may number the goals using the "Goal #" for ease of reference.



*[When completing this section for CSI, TSI, and ATSI, improvement goals shall align to the goals, actions, and services in the LEA LCAP.]*

## Identified Need

Describe the basis for establishing the goal. The goal should be based upon an analysis of verifiable state data, including local and state indicator data from the California School Dashboard (Dashboard) and data from the School Accountability Report Card, including local data voluntarily collected by districts to measure pupil achievement.

*[Completing this section fully addresses all relevant federal planning requirements]*

## Annual Measurable Outcomes

Identify the metric(s) and/or state indicator(s) that the school will use as a means of evaluating progress toward accomplishing the goal. A school may identify metrics for specific learner groups. Include in the baseline column the most recent data associated with the metric or indicator available at the time of adoption of the SPSA. The most recent data associated with a metric or indicator includes data reported in the annual update of the SPSA. In the subsequent Expected Outcome column, identify the progress the school intends to make in the coming year.

*[When completing this section for CSI the school must include school-level metrics related to the metrics that led to the school's identification.]*

*[When completing this section for TSI/ATSI the school must include metrics related to the specific learner group(s) that led to the school's identification.]*

## Strategies/Activities

Describe the strategies and activities being provided to meet the described goal. A school may number the strategy/activity using the "Strategy/Activity #" for ease of reference.

Planned strategies/activities address the findings of the needs assessment consistent with state priorities and resource inequities, which may have been identified through a review of the local educational agency's budgeting, its local control and accountability plan, and school-level budgeting, if applicable.

*[When completing this section for CSI, TSI, and ATSI, this plan shall include evidence-based interventions and align to the goals, actions, and services in the LEA LCAP.]*

*[When completing this section for CSI and ATSI, this plan shall address through implementation, identified resource inequities, which may have been identified through a review of LEA- and school-level budgeting.]*



## Students to be Served by this Strategy/Activity

Indicate in this box which learners will benefit from the strategies/activities by indicating “All Students” or listing one or more specific learner group(s) to be served.

*[This section meets the requirements for CSI.]*

*[When completing this section for TSI and ATSI, at a minimum, the learner groups to be served shall include the learner groups that are consistently underperforming, for which the school received the TSI or ATSI designation. For TSI, a school may focus on all learners or the learner group(s) that led to identification based on the evidence-based interventions selected.]*

## Proposed Expenditures for this Strategy/Activity

For each strategy/activity, list the amount(s) and funding source(s) for the proposed expenditures for the school year to implement these strategies/activities. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal, identify the Title and Part, as applicable), Other State, and/or Local.

Proposed expenditures that are included more than once in a SPSA should be indicated as a duplicated expenditure and include a reference to the goal and strategy/activity where the expenditure first appears in the SPSA. Pursuant to Education Code, Section 64001(g)(3)(C), proposed expenditures, based on the projected resource allocation from the governing board or governing body of the LEA, to address the findings of the needs assessment consistent with the state priorities including identifying resource inequities which may include a review of the LEA’s budgeting, its LCAP, and school-level budgeting, if applicable.

*[This section meets the requirements for CSI, TSI, and ATSI.]*

*[NOTE: Federal funds for CSI shall not be used in schools identified for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]*

## Annual Review

In the following Analysis prompts, identify any material differences between what was planned and what actually occurred as well as significant changes in strategies/activities and/ or expenditures from the prior year. This annual review and analysis should be the basis for decision-making and updates to the plan.

## Analysis

Using actual outcome data, including state indicator data from the Dashboard, analyze whether the planned strategies/activities were effective in achieving the goal. Respond to the prompts as instructed. Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal the Annual Review section is not required and this section may be deleted.



- Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.
- Briefly describe any major differences between either/or the intended implementation or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.
- Describe any changes that will be made to the goal, expected annual measurable outcomes, metrics/indicators, or strategies/activities to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard, as applicable. Identify where those changes can be found in the SPSA.

*[When completing this section for CSI, TSI, or ATSI, any changes made to the goals, annual measurable outcomes, metrics/indicators, or strategies/activities, shall meet the CSI, TSI, or ATSI planning requirements. CSI, TSI, and ATSI planning requirements are listed under each section of the Instructions. For example, as a result of the Annual Review and Update, if changes are made to a goal(s), see the Goal section for CSI, TSI, and ATSI planning requirements.]*

## Budget Summary

In this section a school provides a brief summary of the funding allocated to the school through the ConApp and/or other funding sources as well as the total amount of funds for proposed expenditures described in the SPSA. The Budget Summary is required for schools funded through the ConApp and that receive federal funds for CSI. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

*From its total allocation for CSI, the LEA may distribute funds across its schools that meet the criteria for CSI to support implementation of this plan. In addition, the LEA may retain a portion of its total allocation to support LEA-level expenditures that are directly related to serving schools eligible for CSI.*

## Budget Summary

A school receiving funds allocated through the ConApp should complete the Budget Summary as follows:

- **Total Funds Provided to the School Through the Consolidated Application:** This amount is the total amount of funding provided to the school through the ConApp for the school year. The school year means the fiscal year for which a SPSA is adopted or updated.
- **Total Funds Budgeted for Strategies to Meet the Goals in the SPSA:** This amount is the total of the proposed expenditures from all sources of funds associated with the strategies/activities reflected in the SPSA. To the extent strategies/activities and/or proposed expenditures are listed in the SPSA under more than one goal, the expenditures should be counted only once.



A school receiving federal funds for CSI should complete the Budget Summary as follows:

- Total Federal Funds Provided to the School from the LEA for CSI: This amount is the total amount of funding provided to the school from the LEA.

*[NOTE: Federal funds for CSI shall not be used in schools eligible for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]*

## Appendix A: Plan Requirements

### Schoolwide Program Requirements

This School Plan for Student Achievement (SPSA) template meets the requirements of a schoolwide program plan. The requirements below are for planning reference.

A school that operates a schoolwide program and receives funds allocated through the ConApp is required to develop a SPSA. The SPSA, including proposed expenditures of funds allocated to the school through the ConApp, must be reviewed annually and updated by the SSC. The content of a SPSA must be aligned with school goals for improving learner achievement.

#### Requirements for Development of the Plan

- I. The development of the SPSA shall include both of the following actions:
  - A. Administration of a comprehensive needs assessment that forms the basis of the school's goals contained in the SPSA.
    1. The comprehensive needs assessment of the entire school shall:
      - a. Include an analysis of verifiable state data, consistent with all state priorities as noted in Sections 52060 and 52066, and informed by all indicators described in Section 1111(c)(4)(B) of the federal Every Student Succeeds Act, including pupil performance against state-determined long-term goals. The school may include data voluntarily developed by districts to measure pupil outcomes (described in the Identified Need); and
      - b. Be based on academic achievement information about all learners in the school, including all groups under §200.13(b)(7) and migratory children as defined in section 1309(2) of the ESEA, relative to the State's academic standards under §200.1 to—





- i. Help the school understand the subjects and skills for which teaching and learning need to be improved; and
  - ii. Identify the specific academic needs of learners and groups of learners who are not yet achieving the State's academic standards; and
  - iii. Assess the needs of the school relative to each of the components of the schoolwide program under §200.28.
  - iv. Develop the comprehensive needs assessment with the participation of individuals who will carry out the schoolwide program plan.
  - v. Document how it conducted the needs assessment, the results it obtained, and the conclusions it drew from those results.
- B. Identification of the process for evaluating and monitoring the implementation of the SPSA and progress towards accomplishing the goals set forth in the SPSA (described in the Expected Annual Measurable Outcomes and Annual Review and Update).

## **Requirements for the Plan**

- II. The SPSA shall include the following:
- A. Goals set to improve pupil outcomes, including addressing the needs of learner groups as identified through the needs assessment.
  - B. Evidence-based strategies, actions, or services (described in Strategies and Activities)
    - 1. A description of the strategies that the school will be implementing to address school needs, including a description of how such strategies will--
      - a. provide opportunities for all children including each of the subgroups of learners to meet the challenging state academic standards
      - b. use methods and instructional strategies that:
        - i. strengthen the academic program in the school,
        - ii. increase the amount and quality of learning time, and
        - iii. provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-rounded education.
      - c. Address the needs of all children in the school, but particularly the needs of those at risk of not meeting the challenging State academic standards, so that all learners demonstrate at least proficiency on the State's academic standards through activities which may include:
        - i. strategies to improve learners' skills outside the academic subject areas;





- ii. preparation for and awareness of opportunities for postsecondary education and the workforce;
- iii. implementation of a schoolwide tiered model to prevent and address problem behavior;
- iv. professional development and other activities for facilitators, paraprofessionals, and other school personnel to improve instruction and use of data; and
- v. strategies for assisting preschool children in the transition from early childhood education programs to local elementary school programs.

C. Proposed expenditures, based on the projected resource allocation from the governing board or body of the local educational agency (may include funds allocated via the ConApp, federal funds for CSI, any other state or local funds allocated to the school), to address the findings of the needs assessment consistent with the state priorities, including identifying resource inequities, which may include a review of the LEAs budgeting, it's LCAP, and school-level budgeting, if applicable (described in Proposed Expenditures and Budget Summary). Employees of the schoolwide program may be deemed funded by a single cost objective.

D. A description of how the school will determine if school needs have been met (described in the Expected Annual Measurable Outcomes and the Annual Review and Update).

1. Annually evaluate the implementation of, and results achieved by, the schoolwide program, using data from the State's annual assessments and other indicators of academic achievement;
2. Determine whether the schoolwide program has been effective in increasing the achievement of learners in meeting the State's academic standards, particularly for those learners who had been furthest from achieving the standards; and
3. Revise the plan, as necessary, based on the results of the evaluation, to ensure continuous improvement of learners in the schoolwide program.

E. A description of how the school will ensure parental involvement in the planning, review, and improvement of the schoolwide program plan (described in Stakeholder Involvement and/or Strategies/Activities).

F. A description of the activities the school will include to ensure that learners who experience difficulty attaining proficient or advanced levels of academic achievement standards will be provided with effective, timely additional support, including measures to

1. Ensure that those learners' difficulties are identified on a timely basis; and



2. Provide sufficient information on which to base effective assistance to those learners.

G. For an elementary school, a description of how the school will assist preschool learners in the successful transition from early childhood programs to the school.

H. A description of how the school will use resources to carry out these components (described in the Proposed Expenditures for Strategies/Activities).

I. A description of any other activities and objectives as established by the SSC (described in the Strategies/Activities).

Authority Cited: S Title 34 of the Code of Federal Regulations (34 CFR), sections 200.25-26, and 200.29, and sections-1114(b)(7)(A)(i)-(iii) and 1118(b) of the ESEA. EC sections 6400 et. seq.

## Appendix B:

### Plan Requirements for School to Meet Federal School Improvement Planning Requirements

For questions or technical assistance related to meeting Federal School Improvement Planning Requirements, please contact the CDE's School Improvement and Support Office at [SISO@cde.ca.gov](mailto:SISO@cde.ca.gov).

### Comprehensive Support and Improvement

The LEA shall partner with stakeholders (including principals and other school leaders, facilitators, and parents) to locally develop and implement the CSI plan for the school to improve learner outcomes, and specifically address the metrics that led to eligibility for CSI (Stakeholder Involvement).

The CSI plan shall:

1. Be informed by all state indicators, including learner performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable);
2. Include evidence-based interventions (Strategies/Activities, Annual Review and Update, as applicable) (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" at <https://www2.ed.gov/policy/elsec/leg/essa/guidanceusesinvestment.pdf>);
3. Be based on a school-level needs assessment (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and



4. Identify resource inequities, which may include a review of LEA- and school-level budgeting, to be addressed through implementation of the CSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities; and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(A), 1003(i), 1111(c)(4)(B), and 1111(d)(1) of the ESSA.

## **Targeted Support and Improvement**

In partnership with stakeholders (including principals and other school leaders, facilitators, and parents) the school shall develop and implement a school-level TSI plan to improve learner outcomes for each subgroup of learners that was the subject of identification (Stakeholder Involvement).

The TSI plan shall:

1. Be informed by all state indicators, including learner performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
2. Include evidence-based interventions (Planned Strategies/Activities, Annual Review and Update, as applicable). (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" <https://www2.ed.gov/policy/elsec/leg/essa/guidanceeusesinvestment.pdf>.)

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B) and 1111(d)(2) of the ESSA.

## **Additional Targeted Support and Improvement**

A school identified for ATSI shall:

1. Identify resource inequities, which may include a review of LEA- and school-level budgeting, which will be addressed through implementation of its TSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities, and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B), and 1111(d)(2)(c) of the ESSA.

## **Single School Districts and Charter Schools Identified for School Improvement**

Single school districts (SSDs) or charter schools that are identified for CSI, TSI, or ATSI, shall develop a SPSA that addresses the applicable requirements above as a condition of receiving funds (EC Section 64001[a] as amended by Assembly Bill [AB] 716, effective January 1, 2019).

However, a SSD or a charter school may streamline the process by combining state and federal requirements into one document which may include the local control and accountability plan (LCAP)



and all federal planning requirements, provided that the combined plan is able to demonstrate that the legal requirements for each of the plans is met (EC Section 52062[a] as amended by AB 716, effective January 1, 2019).

Planning requirements for single school districts and charter schools choosing to exercise this option are available in the LCAP Instructions.

Authority Cited: *EC* sections 52062(a) and 64001(a), both as amended by AB 716, effective January 1, 2019.

## Appendix C: Select State and Federal Programs

**For a list of active programs, please see the following links:**

Programs included on the Consolidated Application: <https://www.cde.ca.gov/fg/aa/co/>

ESSA Title I, Part A: School Improvement: <https://www.cde.ca.gov/sp/sw/t1/schoolsupport.asp>

Available Funding: <https://www.cde.ca.gov/fg/fo/af/>

Developed by the California Department of Education, January 2019

**10<sup>th</sup> STREET COMMERCE CENTER  
THIRD AMENDMENT TO TEMPORARY SPACE LICENSE AGREEMENT**

This THIRD AMENDMENT TO TEMPORARY SPACE LICENSE AGREEMENT (this "**Amendment**"), dated as of March 1, 2022, is entered into by and between **AP-LANCASTER LLC**, a Delaware limited liability company ("**Licensor**"), and **EMPOWER GENERATIONS**, a California non-profit corporation ("**Licensee**"), with reference to the following recitals of fact:

A. Licensee and Licensor are parties to that certain Temporary Space License Agreement dated as of July 27, 2021, as amended by that certain First Amendment to Temporary Space License Agreement dated as of October 19, 2021, and that certain Second Amendment to Temporary Space License Agreement dated as of December 16, 2021 (together, the "**License Agreement**"), whereby Licensor granted to Licensee a license to occupy 1,235 rentable square feet of space located at 44248 10<sup>th</sup> Street West, Lancaster, California (the "**License Space**"), as is more particularly described in the License Agreement.

B. Licensor and Licensee now desire to enter into this Amendment in order to amend the License Agreement as is set forth herein.

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. **CAPITALIZED TERMS.** Unless otherwise expressly provided in this Amendment, initially capitalized terms used in this Amendment shall have the meanings assigned in the License Agreement.

2. **EXTENSION OF THE LICENSE TERM.** The License Term is hereby extended until **August 31, 2022** (the "**Expiration Date**").

3. **LICENSE FEE.** The License Fee under for Licensee's continued use of the License Space for the period of March 1, 2022 to August 31, 2022 shall continue to be \$2,000.00 per month, but provided that Licensee is not in default of any material term or obligation of the License Agreement or the separate lease agreement between the parties for leased premises at the Project, Licensor agrees to abate the License Fee due under the License Agreement for the four (4) month period of May 1, 2022 to August 31, 2022, for a total abated amount of **\$8,000.00** (the "**Abated License Fee Amount**"). If Licensee commits a default (past applicable notice and cure periods) as to any material term of the License Agreement or the separate lease agreement, then without any waiver of rights or remedies by Licensor, the Abated License Fee Amount shall become immediately due and payable by Licensee to Licensor, and Licensor shall retain the right to pursue any and all remedies.

4. **INSURANCE.** Concurrently with Licensee's execution and delivery of this Amendment, Licensee shall deliver to Licensor a certificate of insurance evidencing that Licensee has extended the insurance coverages for the License Space until at least the Expiration Date (as defined above) in compliance with the applicable provisions of the License Agreement.

5. **MISCELLANEOUS PROVISIONS.**

a. **Entire Agreement; Time of Essence.** This Amendment represents the entire agreement among the parties with respect to the matters contained in this Amendment 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 Amendment.

b. **Legal Advice; Neutral Interpretation.** Each party has received independent legal advice from their attorneys with respect to the advisability of executing this Amendment and the meaning of the provisions hereof. The provisions of this Amendment 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.

c. Severability. If any term, covenant, condition or provision of this Amendment, 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 Amendment, 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.

d. Submission of Agreement; Authority. The submission of this Amendment 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. Each individual executing this Amendment on behalf of a partnership, corporation or other entity represents that he or she is duly authorized to execute and deliver this Amendment on behalf of the corporation, partnership and/or other entity and agrees to deliver evidence of his or her authority if requested by Licensor.

e. No Brokers. Licensee hereby acknowledges and agrees that Licensor 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 Amendment. Licensee further agrees to indemnify and hold Licensor 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 Amendment or its negotiation by reason of any act of Licensee.

f. Counterparts. This Amendment 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. Any party may transmit its signature electronically or by email attachment, and such electronic signature or email attachment shall be deemed an original ink signature for all purposes.

**IN WITNESS** hereof, the parties hereto have executed this Amendment 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  
Delaware limited liability company  
Its: Managing Member

By:   
Tracey R. Bard, Jr.  
Its: Vice President

**LICENSEE:**

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

By:   
Malaka Donovan  
Its: School Director Date: 03/23/2022

**10<sup>th</sup> STREET COMMERCE CENTER  
SECOND AMENDMENT TO TEMPORARY SPACE LICENSE AGREEMENT**

This SECOND AMENDMENT TO TEMPORARY SPACE LICENSE AGREEMENT (this "**Amendment**"), dated as of December 16, 2021, is entered into by and between **AP-LANCASTER LLC**, a Delaware limited liability company ("**Licensor**"), and **EMPOWER GENERATIONS**, a California non-profit corporation ("**Licensee**"), with reference to the following recitals of fact:

A. Licensee and Licensor are parties to that certain Temporary Space License Agreement dated as of July 27, 2021, as amended by that certain First Amendment to Temporary Space License Agreement dated as of October 19, 2021 (together, the "**License Agreement**"), whereby Licensor granted to Licensee a license to occupy 1,235 rentable square feet of space located at 44248 10<sup>th</sup> Street West, Lancaster, California (the "**License Space**"), as is more particularly described in the License Agreement.

B. Licensor and Licensee now desire to enter into this Amendment in order to amend the License Agreement as is set forth herein.

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. **CAPITALIZED TERMS.** Unless otherwise expressly provided in this Amendment, initially capitalized terms used in this Amendment shall have the meanings assigned in the License Agreement.

2. **EXTENSION OF THE LICENSE TERM.** The License Term is hereby extended until **February 28, 2022** (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 for Licensee's continued use of the License Space during the extended License Term.

4. **INSURANCE.** Concurrently with Licensee's execution and delivery of this Amendment, Licensee shall deliver to Licensor a certificate of insurance evidencing that Licensee has extended the insurance coverages for the License Space until at least the Expiration Date (as defined above) in compliance with the applicable provisions of the License Agreement.

5. **MISCELLANEOUS PROVISIONS.**

a. **Entire Agreement; Time of Essence.** This Amendment represents the entire agreement among the parties with respect to the matters contained in this Amendment 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 Amendment.

b. **Legal Advice; Neutral Interpretation.** Each party has received independent legal advice from their attorneys with respect to the advisability of executing this Amendment and the meaning of the provisions hereof. The provisions of this Amendment 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.

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 Amendment and enforcing or interpreting the obligations of Licensee under this Amendment, 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 Amendment (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 Amendment, 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 Amendment, 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 Amendment, 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; Authority. The submission of this Amendment 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. Each individual executing this Amendment on behalf of a partnership, corporation or other entity represents that he or she is duly authorized to execute and deliver this Amendment on behalf of the corporation, partnership and/or other entity and agrees to deliver evidence of his or her authority if requested by Licensor.

g. No Brokers. Licensee hereby acknowledges and agrees that Licensor 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 Amendment. Licensee further agrees to indemnify and hold Licensor 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 Amendment or its negotiation by reason of any act of Licensee.

h. Counterparts. This Amendment 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. Any party may transmit its signature electronically or by email attachment, and such electronic signature or email attachment shall be deemed an original ink signature for all purposes.

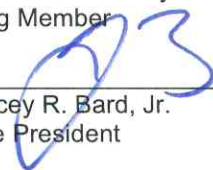
**IN WITNESS** hereof, the parties hereto have executed this Amendment the day and year first written above.

**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:   
Malaka Donovan  
Its: School Director



**10<sup>th</sup> STREET COMMERCE CENTER  
FIRST AMENDMENT TO TEMPORARY SPACE LICENSE AGREEMENT**

This FIRST AMENDMENT TO TEMPORARY SPACE LICENSE AGREEMENT (this "**Amendment**"), dated as of October 19, 2021, is entered into by and between **AP-LANCASTER LLC**, a Delaware limited liability company ("**Licensor**"), and **EMPOWER GENERATIONS**, a California non-profit corporation ("**Licensee**"), with reference to the following recitals of fact:

A. Licensee and Licensor are parties to that certain Temporary Space License Agreement dated as of July 27, 2021 (the "**License Agreement**"), whereby Licensor granted to Licensee a license to occupy 1,235 rentable square feet of space located at 44248 10<sup>th</sup> Street West, Lancaster, California (the "**License Space**"), as is more particularly described in the License Agreement.

B. Licensor and Licensee now desire to enter into this Amendment in order to amend the License Agreement as is set forth herein.

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. **CAPITALIZED TERMS.** Unless otherwise expressly provided in this Amendment, initially capitalized terms used in this Amendment shall have the meanings assigned in the License Agreement.

2. **EXTENSION OF THE LICENSE TERM.** The License Term is hereby extended until **December 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 for Licensee's continued use of the License Space during the extended License Term.

4. **INSURANCE.** Concurrently with Licensee's execution and delivery of this Amendment, Licensee shall deliver to Licensor a certificate of insurance evidencing that Licensee has extended the insurance coverages for the License Space until at least the Expiration Date (as defined above) in compliance with the applicable provisions of the License Agreement.

5. **MISCELLANEOUS PROVISIONS.**

a. Entire Agreement; Time of Essence. This Amendment represents the entire agreement among the parties with respect to the matters contained in this Amendment 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 Amendment.

b. Legal Advice; Neutral Interpretation. Each party has received independent legal advice from their attorneys with respect to the advisability of executing this Amendment and the meaning of the provisions hereof. The provisions of this Amendment 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.

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 Amendment

and enforcing or interpreting the obligations of Licensee under this Amendment, 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 Amendment (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 Amendment, 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 Amendment, 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 Amendment, 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; Authority. The submission of this Amendment 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. Each individual executing this Amendment on behalf of a partnership, corporation or other entity represents that he or she is duly authorized to execute and deliver this Amendment on behalf of the corporation, partnership and/or other entity and agrees to deliver evidence of his or her authority if requested by Licensor.

g. No Brokers. Licensee hereby acknowledges and agrees that Licensor 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 Amendment. Licensee further agrees to indemnify and hold Licensor 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 Amendment or its negotiation by reason of any act of Licensee.

h. Counterparts. This Amendment 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. Any party may transmit its signature electronically or by email attachment, and such electronic signature or email attachment shall be deemed an original ink signature for all purposes.

**IN WITNESS** hereof, the parties hereto have executed this Amendment 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:   
Malaka Donovan  
Its: School Director

**10<sup>TH</sup> 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  
44248 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 Licensor.

h. No Brokers. Licensee hereby acknowledges and agrees that Licensor 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 Licensor 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**

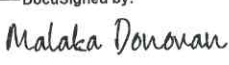

By: DGA-Properties LLC, a  
Delaware limited liability company  
Its: Managing Member

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**

DocuSigned by:  
  
By: 

Name: Malaka Donovan

Its: School Director

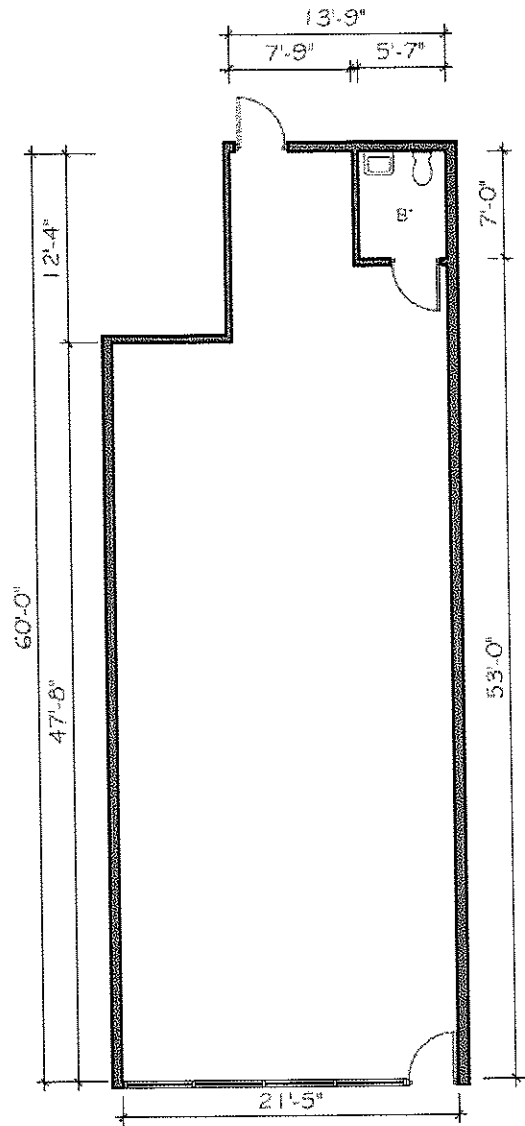
By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT "A"

Space Plan of the License Space



10th. Street Commerce Center	Suite 44248
44204-44276 W. Tenth Street, Lancaster , CA 93534	1,235 RSF



## 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).

## **Empower Generations Charter School Learner Residency Policy**

Board Approved:

California law requires that in order for a learner to be enrolled in Empower Generations Charter School (“Empower Generations”), the learner must reside within Los Angeles County, Ventura County, Kern County, San Bernardino County, or Orange County (collectively, the “Authorized Counties”).(Ed. Code, § 51747.3(c).)

The purpose of this Policy is to accomplish the following:

1. Define Residency
2. Outline Proof of Residency Requirements
3. Establish Where School Materials will be Mailed
4. Outline the Procedures for Children of Military Families
5. Outline the Procedures for Homeless Youth
6. Outline the Procedures for Foster Youth
7. Outline the Procedures for Migratory Youth
8. Outline the Procedures for the Investigation of Inaccurate, Suspicious or False Addresses for Learner Residency
9. Outline the Procedures for Disenrollment

**1. Definition of Residency:** For purposes of this Policy, a learner has residency in the state and county of the primary residence of the parent/guardian with whom that learner lives. If custody of a learner is shared between parents living separately, the learner may attend Empower Generations if one of the parents meets the residency requirements.

**2. Location of Learner Served.** Some students at Empower Generations may be eligible to receive specialized services, including but not limited to occupational therapy, speech therapy, and certain types of counseling services. Due to the licensing requirements for such services, by law some services may only be provided to a learner when the learner is physically located in California. For this reason, a learner on vacation or who otherwise seeks to participate in their educational program while outside California is responsible for notifying the school ahead of time and making the appropriate arrangements for such services.

**3. Proof of Residency:** Upon enrollment in Empower Generations, the student’s parent/guardian is required to provide proof of residency. If the student’s residence changes, a parent/guardian must notify the school and provide updated residency information. Acceptable evidence that the

learner meets the residency requirements must be established by documentation showing the name and address of the parent/guardian, including but not limited to any of the following:

1. Property tax payment receipts.
2. Rental property contract, lease, or payment receipts.
3. Utility service contract, statement, or payment receipts (e.g., gas, water, electricity, etc.).
4. Pay stubs.
5. Voter registration.
6. Correspondence from a government agency (e.g., Social Security, Medi-Cal, etc.).
7. Any other acceptable evidence as determined by the Empower Generations Director (e.g., Housing Questionnaire).

If the parent/guardian is not the primary resident at the home and does not have proof of residency (e.g., if living with another family), a Shared Residence Affidavit must be filled out by the parent/guardian and the primary resident.

**4. Mailing of School Materials:** All school materials will be mailed to the address identified in the student's proof of residency documentation. Mail or materials will only be sent to an address other than the address on-file with the school upon prior written approval from the Empower Generations Director or designee.

**5. Children of Military Families** Empower Generations shall allow the child of a military family to continue their education in Empower Generations, regardless of any change of residence of the military family during that school year, for the duration of the student's status as a child of a military family. For a learner whose status changes due to the end of military service of their parent during a school year, Empower Generations shall comply with either of the following, as applicable:

1. If the learner is enrolled in high school at Empower Generations, the learner must be allowed to continue their education in Empower Generations through graduation.

A “child of a military family” means a learner who meets the definition of “children of military families” in Education Code section 49701. This definition requires that the learner live with a parent who is on full-time duty status in the active uniformed service of the United States, including members of the National Guard and Reserve on active duty orders.

**6. Homeless Youth:** Empower Generations will immediately enroll a homeless youth seeking enrollment in accordance with the federal McKinney-Vento Homeless Assistance Act and Education Code section 48850, regardless of whether the learner can show proof of residency. Empower Generations will be considered the school of origin for a homeless youth if the learner was attending Empower Generations when permanently housed, if Empower Generations was the last school in which the learner was enrolled, or if otherwise required by law. Regardless of any change of residency, a homeless child may continue their education in the school of origin through the duration of homelessness. If the homeless student’s status changes before the end of the academic year so that the learner is no longer homeless, either of the following apply, regardless of where the learner resides:

1. If enrolled in high school at Empower Generations, the formerly homeless youth must be allowed to continue their education at Empower Generations through graduation.

“Homeless child” and “homeless youth” have the same meaning as in 42 U.S.C. section 11434a(2).

**7. Foster Youth:** Empower Generations will be considered the school of origin for a foster youth if the child was attending Empower Generations when permanently housed, if Empower Generations was the last school in which the learner was enrolled, or if otherwise required by law. Regardless of any change of residency, a foster child shall be allowed to continue their education in the school of origin for the duration of the jurisdiction of the court. Empower Generations will serve former foster youth, as defined below, whose residency has changed as follows:

1. If the jurisdiction of the court is terminated while a foster child is in high school at Empower Generations, the former foster child must be allowed to continue their education in Empower Generations through graduation.



“Foster child” has the same meaning as “foster youth,” as that term is defined in Education Code section 42238.01(b).

**8. Migratory Youth:** Empower Generations shall allow a migratory youth to continue their education in Empower Generations, regardless of any change of residence of the migratory youth during that school year, for the duration of the student’s status as a migratory youth. For a learner whose status changes as a migratory youth during a school year, Empower Generations shall comply with either of the following, as applicable:

1. If the migratory youth is enrolled in high school at Empower Generations, the pupil must be allowed to continue their education in Empower Generations through graduation.

The term “migratory youth” means a learner who meets the definition of “currently migratory child” in Education Code section 54441.

**9. Investigation of Inaccurate, Suspicious or False Addresses for Learner Residency:** If an employee of Empower Generations reasonably believes that the parent/guardian of a learner has provided false or unreliable proof of residency, the school’s Director or designee may make reasonable efforts to determine that the learner actually meets the residency requirements. In order to initiate an investigation, the Empower Generations employee who reasonably believes that false or unreliable proof of residency has been provided must document the facts supporting their belief and provide them to the Empower Generations Director or designee.

An investigation of residency may include:

1. Searching the learner information system(s) by entering the student’s and parent’s/guardian’s names to locate siblings and review their residence information.

2. Speaking with the learner(s) and/or the parent/guardian for residence information. At no time, however, should any employee inquire about a student’s/family’s immigration status.

3. Mailing a letter to all known current and previous addresses requesting residency verification. The envelope should have “Do Not Forward-Address Correction Requested” written or stamped on it so that the letter will be returned to the school with the family’s current address. The new address should be entered into the learner information system(s). If the letter is not

returned or is returned with no forwarding information, the learner and their parent/guardian must be contacted to provide new information.

4. Conducting a home visit to establish residency at either the current or previous address.
5. Reviewing other publicly available documents to verify the address of students.

An investigation does not allow for the surreptitious photographing or video- recording of pupils whose residency is being investigated. “Surreptitious photographing or video-recording” means the covert collection of photographic or videographic images of persons or places subject to an investigation. The collection of images is not covert if the technology is used in open and public view.

At all times during an investigation of residency, those engaged in the investigation shall identify themselves truthfully as such to individuals contacted or interviewed during the course of the investigation.

Disenrollment Procedures: If Empower Generations determines that a learner no longer meets the residency requirements to attend Empower Generations, the Empower Generations Director or designee shall notify the parent/guardian in writing of the school’s intent to disenroll the learner for that reason. The written notice shall be provided at least five school days before the effective date of the disenrollment, and shall be provided in the native language of the learner, the parent/guardian, or the educational rights holder. The notice shall inform the learner, the parent/guardian, or the educational rights holder of the right to request a hearing before a neutral officer within a reasonable number of days. If the parent, guardian, or educational rights holder requests a hearing, the learner shall remain enrolled until the school issues a final decision. At the hearing, the learner shall have a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and shall have the right to bring legal counsel or an advocate. If the parent does not request a hearing by the date stated in the written notice, the learner shall be disenrolled.

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