



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

Meeting Date	Monday, December 12, 2022
Start Time	4:00 PM
End Time	5:30 PM
Location	This meeting will be held virtually. You may join at: Zoom Meeting: https://zoom.us/j/5395735793 Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
Purpose	Regular Scheduled Meeting

Agenda

1. Opening Items

1.1. Call The Meeting To Order

1.2. Roll Call

1.3. Pledge Of Allegiance

1.4. Approve Agenda

Due date: 12/12/2022

1.5. Approve Minutes

Due date: 12/12/2022

Documents

- Minutes-2022-11-22-v1.pdf
 - Minutes-2022-11-10-v1.pdf
-

2. Curriculum Moment

2.1. Curriculum Moment

3. Public Comments

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.

4. Consent Items

4.1. Personnel Report

Due date: 12/12/2022

Documents

- 12.08.22_EG_PersonnelReport.pdf
-

4.2. Check Register

Due date: 12/12/2022

Documents

- EG Payment Register_20221130.pdf
-

4.3. AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements

Due date: 12/12/2022

Documents

- EG - AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements (7).pdf
-

4.4. Lease Amendment

Due date: 12/12/2022

Documents

- 4150-3029 5th Amend. to License Agree 11.01.22.pdf
-

5. Discussion and Reports

5.1. School Director Report

Documents

- EG Site Director Report 12_5_2022.pdf
-

5.2. CDE Special Education Report Update

Cycle A 2022 Special Education Cyclical Monitoring for Small LEA's

6. Action Items

6.1. Revised 2022-2023 Budget

Discuss and take action regarding the revised 2022-2023 annual budget based on changes in State and Federal Budgets, learner enrollment, new legislation, and other viable information set into place since the adoption of the budget in June.

Due date: 12/12/2022

Documents

- 2022-23 First Interim Budget Alternative Form and MYP.pdf
-

6.2. Single Plan For School Achievement

Discuss and take action regarding the revised 2022-2023 which outlines the Title I, II, and IV programs put into place with the Federal Funding requested for this year.

Due date: 12/12/2022

Documents

- Empower Generations SPSA 22_23-SSC Approved.pdf
-

6.3. Telework Policy

Discuss and take action regarding the Telework Policy for employees working remote or hybrid/remote alongside learners or to support the schools.

Due date: 12/12/2022

Documents

- Empower Generations Telework and Procedures Policy .pdf
-

6.4. Revised iCA Attachment A Service Agreement

Discuss and take action regarding the revised iCA agreement for the duration of the 2022-2023 school year.

Due date: 12/12/2022

Documents

- Amended iCA Attachment A & Empower Generations RESOLUTION.pdf
-

6.5. IP Shared Agreement

Discuss and take action regarding the iLEAD Shared IP agreement.

Due date: 12/12/2022

Documents

- iCA - Schools -- IP Assignment and Governance Agreement (SJK) (4867-5491-4369.v1)CY.pdf
-

6.6. EG IP Assignment Meraki Mind

Discuss and take action regarding terms to share intellectual property related to Meraki Mind.

Due date: 12/12/2022

6.7. Board Member Terms

Discuss and take action to extend Hannah-Marie Scott's terms for an additional 3 years.

Due date: 12/12/2022

6.8. Board Member Roles

Discuss and take action to alter Board Member Roles of Board Chair, Secretary, and Treasurer as the Board sees fit.

Due date: 12/12/2022

6.9. Bank Signers

Discuss and take action to alter the bank signers given the resignation of Sharon Calvert.

Due date: 12/12/2022

6.10. School Director - Construction Project Manager Stipend

Discuss and take action regarding a stipend for the work that the School Director is doing as the Construction Project Manager.

Due date: 12/12/2022

7. Board Comments

7.1. Board Comments

8. Closing Items

8.1. Next Meeting Date

February 9, 2023

8.2. Adjournment

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

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

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



MEETING MINUTES - Empower Generations Board

Meeting

	Special meeting
Date	Tuesday, November 22, 2022
Started	4:01 PM
Ended	4:44 PM
Location	This meeting will be held virtually. You may join us on ZOOM at: Zoom Meeting: https://zoom.us/j/5395735793 Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
Purpose	Closed Session - Conference With Legal Counsel
Chaired by	Annaliisa Wilson
Recorder	Roselia Calderon

Minutes

1. Opening Items

1.1. Call The Meeting To Order

Meeting was called to order at 4:01 p.m.

Status: Completed

1.2. Roll Call

All Board Members were present except for Michelle.

Status: Completed

1.3. Pledge Of Allegiance

The Pledge of Allegiance was recited.

Status: Completed

1.4. Approve Agenda

Motion: Hannah-Marie

Seconded: Annaliisa

Unanimously Passed

Michelle Fluke Absent

Due date:

Status: Completed

2. Public Comments



2.1. Public Comments

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

No Public Comments were made.

Status: Completed

3. Closed Session

3.1. Conference with Legal Counsel - Anticipated Litigation

Gov. Code section 54956.9(d)(2): 1 Matter

Status: Completed

3.2. Report of Closed Session

Board Approved unanimously a termination agreement as of November 30, 2022.

Status: Completed

4. Board Comments

4.1. Board Comments

Marcia wished all a Happy Thanksgiving, Annaliisa seconded it.

Status: Completed

5. Closing Items

5.1. Next Meeting Date - December 8

December 8, 2022

Status: Completed

5.2. Adjournment

Meeting Adjourned at 4:44 p.m.

Status: Completed



MEETING MINUTES - Empower Generations Board

Meeting

Date	Thursday, November 10, 2022
Started	4:04 PM
Ended	4:31 PM
Location	This meeting will be held virtually. You may join us on ZOOM at: Zoom Meeting: https://zoom.us/j/5395735793 Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
Purpose	Regular Scheduled Meeting
Chaired by	Annaliisa Wilson
Recorder	Roselia Calderon

Minutes

1. Opening Items

1.1. Call The Meeting To Order

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

Status: Completed

1.2. Roll Call

All Board Members were present except Michelle Fluke.

Status: Completed

1.3. Pledge Of Allegiance

The Pledge of Allegiance was recited.

Status: Completed

1.4. Approve Agenda

Motion: Marcia

Seconded: Annaliisa

Unanimously Passed

Michelle Fluke Absent

Due date:

Status: Completed

1.5. Approve Minutes

Motion: Hannah-Marie

Seconded: Annaliisa

Unanimously Passed

Michelle Fluke Absent

Due date:

Status: Completed

Documents

- Minutes-2022-10-27-v1.pdf

2. Curriculum Moment

2.1. Curriculum Moment

Jeanette Chadwick presented the Curriculum Moment.

Status: Completed

3. Public Comments

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

4. Consent Items

4.1. Personnel Report

Motion: Hannah-Marie

Seconded: Annaliisa

Unanimously Passed

Michelle Fluke Absent

Due date:

Status: Completed

Documents

- 11.10.22_EG_PersonnelReport.pdf

4.2. Check Register

Motion: Hannah-Marie

Seconded: Annaliisa

Unanimously Passed

Michelle Fluke Absent

Due date:

Status: Completed

Documents

- EG Payment Register_20221102.pdf

4.3. AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements

Motion: Hannah-Marie

Seconded: Annaliisa

Unanimously Passed

Michelle Fluke Absent

Due date:

Status: Completed

Documents

- EG - AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements (6).pdf

5. Discussion and Reports

5.1. CDE Special Education Report Update

Gris Ibarra and Amanda Buchheit, iCA Support Providers, presented the CDE Special Education Report Update and answered questions of the Board.

Status: Completed

6. Action Items

6.1. Revised Emergency Operation Plan

Discuss and take action regarding the revised Emergency Operation Plan now called the Comprehensive School Safety Plan.

April Cauthron, iCA Support Provider, presented the Revised Emergency Operation Plan.

Due date:

Status: Completed

7. Closed Session

7.1. Conference with Legal Counsel - Anticipated Litigation

Gov. Code section 54956.9(d)(2): 1 Matter

No Closed Session

Status: Completed

8. Report of Closed Session

No Closed Session - No Report

Status: Completed

9. Board Comments

9.1. Board Comments

Board had questions and Malaka Donovan gave a construction update.

Status: Completed

10. Closing Items

10.1. Next Meeting Date

December 8, 2022

December 8, 2022

Status: Completed

10.2. Adjournment

Meeting Adjourned at 4:31 p.m.

Status: Completed

EMPLOYMENT – NEW HIRES

N/A

RESIGNATIONS/TERMINATIONS

N/A

STATUS CHANGE

N/A

Company Name: Empower Generations
Report Name: Payment Register
Report Title 2: Mission Valley Bank
Footer Text: 11/03/2022-11/30/2022
Created On: 12/1/22
Location: 115--Empower Generations

Date	Vendor	GL account/Account label	Amount	Memo
11/3/22	LAWO000--Law Offices of Young, Minney & Corr, LLP	5808--Professional Services -	331.50	EG- Legal Services
11/3/22	HCWE000--HC West, LLC	5630--Repairs & Maintenance -	5,728.32	EG- Facilities and Maintenance
11/7/22	AMAZ100--Amazon Capital Services (iCA)	4210--Professional Development	33.00	EG-PD Supplies-1 Building a Trauma-Informed Restorative School
11/7/22	ANTE012--Antelope Valley Partners for Health	5610--Rent - Facilities Rent a	2,405.00	EG-Intake Room Rent
11/7/22	TREE001--Treadem Tools,Inc	4120--Core Curriculum - Softwa	100.00	EG- Software Subscriptions
11/7/22	CORP001--Corporate Splash	4340--Office Supplies	30.24	EG-Office Supplies
11/7/22	SUNL000--Sun Life Assurance Company of Canada	3401&3402--Health & Welfare Benefit	157.04	EE Benefits 09.22 - Sun Life
11/8/22	SCHO009--School Pathways LLC	5850--Student Services Expendi	89.28	EG-Annual Subscriptions
11/8/22	SCHO013--School Food and Wellness Group	5310--Professional Dues, Membe	750.00	EG- NSLP Administrative Fee
11/8/22	EDSC000--EDS Construction Inc dba ES Drywall Company	5630--Repairs & Maintenance -	4,640.00	EG- Building Supplies
11/9/22	JIVE000--Jive Communications, Inc.	5910--Telephone & Fax	177.37	EG - Acct# CN-605075-1511
11/9/22	PANO000--Panorama Education	5822--Operating Expenditures -	215.05	EG-Platform License Fee
11/9/22	PURE000--Pure Oasis Water	4340--Office Supplies	23.00	EG- Office Supplies
11/14/22	INDE001--Independent Concrete Cutting, Inc	5630--Repairs & Maintenance -	510.00	EG- Facilities and Maintenance
11/14/22	INDE001--Independent Concrete Cutting, Inc	5630--Repairs & Maintenance -	800.00	EG- Facilities and Maintenance
11/15/22	LEGA003--Legal Shield	3401--Health & Welfare Benefit	44.85	EE Benefits 09.22 - Legal Shield
11/15/22	ILEA300--iLEAD California	5852--Student Services Expendi	9,621.52	EG- December iCA Student Support- 2.26% of \$425,096.19
11/15/22	ILEA300--iLEAD California	5801--Professional Services -	5,250.87	EG-December iCA Shared Service- 1.05% of \$498,639.64
11/15/22	ILEA300--iLEAD California	5852--Student Services Expendi	10,881.84	EG- February iCA Student Support- 2.26% of \$481,274.13
11/15/22	ILEA300--iLEAD California	5801--Professional Services -	5,059.77	EG-January iCA Shared Service- 1.05% of \$480,492.26
11/15/22	ILEA300--iLEAD California	5852--Student Services Expendi	9,964.74	EG- May iCA Student Support- 2.11% of \$471,189.80
11/15/22	ILEA300--iLEAD California	5852--Student Services Expendi	11,111.46	EG- June iCA Student Support- 2% of \$556,684.00
11/15/22	ILEA300--iLEAD California	5852--Student Services Expendi	10,581.98	EG-November iCA Student Support- 2.25% of \$466,455.30
11/15/22	ILEA300--iLEAD California	5852--Student Services Expendi	10,724.62	EG- March iCA Student Support- 2.07% of \$516,926.87
11/15/22	ILEA300--iLEAD California	5852--Student Services Expendi	8,808.35	EG- April iCA Student Support- 2.04% of \$432,489.96
11/15/22	ILEA300--iLEAD California	5801--Professional Services -	5,012.61	EG-April iCA Shared Service- 1.05% of \$476,013.87
11/15/22	ILEA300--iLEAD California	5801--Professional Services -	2,314.80	EG- May iCA Shared Service- 1.05% of \$537,316.61
11/15/22	ILEA300--iLEAD California	5852--Student Services Expendi	10,391.26	EG- January iCA Student Support- 2.3% of \$450,890.54
11/15/22	ILEA300--iLEAD California	5840--Operating Expenditures -	16.99	EG- Adobe Subscription Ticket 46368
11/15/22	ILEA300--iLEAD California	5801--Professional Services -	4,530.84	EG-February iCA Shared Service- 1.05% of \$430,263.39
11/15/22	ILEA300--iLEAD California	5801--Professional Services -	6,164.37	EG- November iCA Shared Service- 1.05% of \$585,388.39
11/15/22	ILEA300--iLEAD California	5801--Professional Services -	5,594.87	EG-March iCA Shared Service- 1.05% of \$531,307.66
11/15/22	THEA008--The Abbey Company	5610--Rent - Facilities Rent a	10,725.36	EG- November Rent
11/15/22	SUNL000--Sun Life Assurance Company of Canada	3401&3402--Health & Welfare Benefit	137.73	EE Benefits 10.22 - Sun Life
11/15/22	KAIS000--Kaiser Foundation Health Plan	3402--Health & Welfare Benefit	3,555.46	EE Benefits 10.22 - Kaiser
11/15/22	CIGN000--Cigna Healthcare	3401&3402--Health & Welfare Benefit	617.86	EE Benefits 10.22 - Cigna
11/16/22	EDSC000--EDS Construction Inc dba ES Drywall Company	5630--Repairs & Maintenance -	27,160.00	EG- Building Supplies
11/16/22	MAKE000--Maker Learning Network	5801--Professional Services -	3,921.49	EG-Monthly Service Fees
11/16/22	AMAZ100--Amazon Capital Services (iCA)	4110--Core Curriculum - Texts,	73.06	EG-Curriculum- Books-
11/16/22	SKYL002--SkyLift Rentals	5630--Repairs & Maintenance -	468.00	EG- Facilities and Maintenance
11/16/22	PACK000--Packer Electric Inc.	5630--Repairs & Maintenance -	10,402.00	EG- Facilities and Maintenance
11/17/22	ARTH000--First Insurance Funding	5826--Operating Expenditures -	582.78	EG- Acct# ILEASCH-02 5th Installment
11/17/22	SUNL000--Sun Life Assurance Company of Canada	3401--Health & Welfare Benefit	137.73	EE Benefits 11.22 - Sun Life

Date	Vendor	GL account/Account label	Amount	Memo
11/17/22	EDI115B--Southern California Edison 9022.	5510--Utilities - Electricity	138.53	EG- Acct# 700727459002
11/17/22	BRUM000--Joe Brummer Consultant, LLC	5240--Professional Development	4,054.85	EG- PD
11/17/22	THEA008--The Abbey Company	5610--Rent - Facilities Rent a	2,000.00	EG- Holdover Rent
11/17/22	EDSC000--EDS Construction Inc dba ES Drywall Company	5630--Repairs & Maintenance -	2,226.00	EG- Building Supplies
11/18/22	FIDE000--Fidelity Security Life Insurance Company	3401&3402--Health & Welfare Benefit	35.17	EE Benefits 09.22 Retro Adjustments - EyeMed
11/18/22	FIDE000--Fidelity Security Life Insurance Company	3401&3402--Health & Welfare Benefit	61.61	EE Benefits 09.22 - EyeMed
11/18/22	FIDE000--Fidelity Security Life Insurance Company	3401&3402--Health & Welfare Benefit	36.71	EE Benefits 09.22 - EyeMed
11/18/22	MARM000--Alan Marmion	5630--Repairs & Maintenance -	2,000.00	EG- Facilities and Maintenance
11/18/22	KJIP000--KJI Plumbing Inc	5630--Repairs & Maintenance -	675.00	EG- Facilities and Maintenance
11/22/22	ULTR0000--Ultra Welding, Inc	5630--Repairs & Maintenance -	5,375.00	EG- Facilities and Maintenance
11/22/22	FIDE000--Fidelity Security Life Insurance Company	3401&3402--Health & Welfare Benefit	56.77	EE Benefits 10.22 - EyeMed
11/22/22	ILEA300--iLEAD California	5852--Student Services Expendi	8,932.65	EG- iCA Student Support (60)- 2.42% OF \$369,712.47
11/22/22	ILEA300--iLEAD California	5801--Professional Services -	7,439.09	EG- July 2022 Shared Service (50)-1.15% of \$648,553.29
11/29/22	SCHO009--School Pathways LLC	5850--Student Services Expendi	217.50	EG-Annual Subscriptions
11/30/22	THEA008--The Abbey Company	5610--Rent - Facilities Rent a	12,079.44	EG- December Rent
11/30/22	FRES001--Fresh Start Healthy Meals, Inc.	4710--Vended Food Service	797.70	EG-Food Service October-Milk
11/30/22	KJIP000--KJI Plumbing Inc	5630--Repairs & Maintenance -	150.00	EG- Facilities and Maintenance
11/30/22	CIGN000--Cigna Healthcare	3401&3402--Health & Welfare Benefit	534.07	EE Benefits 11.22 - Cigna
			\$ 236,657.10	



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.

**10th STREET COMMERCE CENTER
FIFTH AMENDMENT TO TEMPORARY SPACE LICENSE AGREEMENT**

This FIFTH AMENDMENT TO TEMPORARY SPACE LICENSE AGREEMENT (this "**Amendment**"), dated as of November 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, that certain Second Amendment to Temporary Space License Agreement dated as of December 16, 2021, that certain Third Amendment to Temporary Space License Agreement dated as of March 1, 2022, and that certain Fourth Amendment to Temporary Space License Agreement dated as of August 2, 2022 (together, the "**License Agreement**"), whereby Licensor granted to Licensee a license to occupy 1,235 rentable square feet of space located at 44248 10th 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 **November 30, 2022** (the "**Expiration Date**").

3. **LICENSE FEE.** The License Fee under for Licensee's continued use of the License Space for the period of November 1, 2022 to November 30, 2022 shall be **\$2,000.00** per month, payable in accordance with the applicable provisions of the License Agreement. If Licensee returns possession of the License Space prior to November 23, 2022, then Licensee shall be granted a credit of \$500.00, to be applied to Rent under Licensee's lease for larger space within the Project.

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

11/10/2022

Empower Generations
Innovation Studios
School/Studio Director's Report - Malaka Donovan
December 5th, 2022

Curriculum and Instruction

During our Data Protocol, together as a staff, we determined that we need additional literacy support.

All Staff Data Protocol Meetings:

- ☐ Whole School Literacy Engagement
 - 1. Set up whole school, daily reading time - including staff.**
 - 2. Analyze MAP Data and identify learners who need intervention.**
 - 3. Create intervention groups that meet once per week with a specialist {including challenging books for high level readers}**
 - 4. During Flipped Time, learners meet with their specialist to work on targeted skills in "Book Club"**
- ☐ Whole School Family Engagement
 - 1. Use our new Schoolytics Program to email progress updates to families**
 - 2. Invite families to school site for breakfast and learner check-ins**
 - 3. Home visits for learners marked absent in previous LP**
 - 4. Include community resources**
 - 5. iSUPPORT with family craft/game/recipe/idea packet for the month**
- ☐ Scope and Sequence for our Service Learning & Internship workshops {going to work as a staff to develop from a CDE framework}

Professional Learning/Facilitator Support

Schoolytics for Guides and Administration

Malaka and 2 Guides attended a 3 Day Virtual Aurora Institute Symposium - still working on refining our Competency Based Education practices

Enrollment

Goal Enrollment – 100 learners by start of 2nd semester

Current Enrollment - 86 learners

Other

AVC came and gave a presentation to our learners

- ☐ Have 2 learners enrolled for Spring classes

Held our School Site Council Meeting to approve Title Funds

iSUPPORT Meeting - working on building up members - had our monthly meeting

Construction - so close - few minor finished (ADA ramps, Fire Life System, plumbing)

**CHARTER SCHOOL FIRST INTERIM
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2022 to June 30, 2023

Charter School Certification

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

For information regarding this report, please contact:

For Approving Entity:

Name

Title

Telephone

E-mail address

For Charter School:

Malaka Donovan

Name

Director

Title

661-214-9515

Telephone

director@empowergenerations.org

E-mail address

To the entity that approved the charter school:

x) 2022-23 CHARTER SCHOOL FIRST INTERIM FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 42100(b).

Signed: _____

Date: 12/6/22

Charter School Official
(Original signature required)

Printed

Name: Malaka Donovan

Title: School Director

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To the Acton-Agua Dulce Unified School District

x) 2022-23 CHARTER SCHOOL FIRST INTERIM FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 42100(a).

Signed: _____

Date: _____

Authorized Representative of
Charter Approving Entity
(Original signature required)

Printed

Name: _____

Title: _____

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To the Superintendent of Public Instruction:

x) 2022-23 CHARTER SCHOOL FIRST INTERIM FINANCIAL REPORT -- ALTERNATIVE FORM: This report verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 42100(a).

Signed: _____

Date: _____

County Superintendent/Designee
(Original signature required)

**CHARTER SCHOOLS FIRST INTERIM
FINANCIAL REPORT -- ALTERNATIVE FORM**
July 1, 2022 to June 30, 2023

Charter School Name: Empower Generations
CDS #: 19-75309-0134619
Charter Approving Entity: Acton-Agua 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; check only one box

☐ **Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)

☒ **Modified Accrual Basis** (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	First Interim Budget Unrestricted	First Interim Budget Restricted	First Interim Budget Total (D)	Difference (Col B & D)
A. REVENUES								
1. LCFF Sources								
State Aid - Current Year	8011	888,948	825,135	0	825,135		825,135	0
Education Protection Account - Current Year	8012	13,642	11,856	0	11,856		11,856	0
State Aid - Prior Years	8019	0	0	0	0		0	0
Transfer of Charter Schools in Lieu of Property Taxes	8096	38,567	31,930	0	31,930		31,930	0
Other LCFF Transfers	8091, 8097	0	0	0	0		0	0
Total, LCFF Sources		941,157	868,921	0	868,921		868,921	0
2. Federal Revenues (see NOTE on last page)								
No Child Left Behind	8290	48,165		0			0	0
Special Education - Federal	8181, 8182	8,250	11,500	0		11,500	11,500	0
Child Nutrition - Federal	8220	6,444	4,174	0		4,174	4,174	0
Other Federal Revenues	8290	74,392	151,393	0	0	151,393	151,393	0
Total, Federal Revenues		137,251	167,067	0	0	167,067	167,067	0
3. Other State Revenues								
Special Education - State	StateRevSE	100,902	75,154	0		75,154	75,154	0
Child Nutrition Programs	8520	459	2,873	0		2,873	2,873	0
Mandated Costs Reimbursements	8550	3,477	3,222	0	3,222		3,222	0
Lottery - Unrestricted and Instructional Materials	8560	15,550	13,433	0	13,433		13,433	0
Low Performing Student Block Grant	8590	0	0	0	0		0	0
All Other State Revenues	StateRevAO	192,880	194,104	71,804	0	194,104	194,104	0
Total, Other State Revenues		313,268	288,786	71,804	16,655	272,131	288,786	0
4. Other Local Revenues								
Transfers from Sponsoring LEAs to Charter Schools	8791	0	0	0	0		0	0
All Other Local Revenues	LocalRevAO	5,000	3,061	0	3,061	0	3,061	0
Total, Local Revenues		5,000	3,061	0	3,061	0	3,061	0
5. TOTAL REVENUES		1,396,676	1,327,835	71,804	888,637	439,198	1,327,835	0
B. EXPENDITURES								
1. Certificated Salaries								
Teachers' Salaries	1100	248,960	248,960	0	117,078	131,882	248,960	0

Certificated Pupil Support Salaries	1200	72,040	73,000	0	36,500	36,500	73,000	0
Certificated Supervisors' and Administrators' Salaries	1300	0	0	0	0	0	0	0
Other Certificated Salaries	1900	0	0	0	0	0	0	0
Total, Certificated Salaries		321,000	321,960	0	153,578	168,382	321,960	0
2. Non-certificated Salaries								
Instructional Aides' Salaries	2100		70,857	30,857	70,857	0	70,857	0
Non-certificated Support Salaries	2200	34,783	34,439	12,609	34,439	0	34,439	0
Non-certificated Supervisors' and Administrators' Sal.	2300	86,920	86,920	30,422	64,120	22,800	86,920	0
Clerical and Office Salaries	2400	52,000	45,000	14,877	45,000	0	45,000	0
Other Non-certificated Salaries	2900	19,646	1,200	565	1,200	0	1,200	0
Total, Non-certificated Salaries		193,349	238,416	89,330	215,616	22,800	238,416	0

Description	Object Code	Original Budget	Board Approved Operating Budget (B)	Actuals to Date	First Interim Budget Unrestricted	First Interim Budget Restricted	First Interim Budget Total (D)	Difference (Col B & D)
3. Employee Benefits								
STRS	3101-3102	62,029	61,311	0	60,784	527	61,311	0
PERS	3201-3202	0	0	0	0	0	0	0
OASDI / Medicare / Alternative	3301-3302	19,474	22,289	0	15,269	7,020	22,289	0
Health and Welfare Benefits	3401-3402	49,000	49,000	0	47,170	1,830	49,000	0
Unemployment Insurance	3501-3502	3,472	3,472	0	3,472	0	3,472	0
Workers' Compensation Insurance	3601-3602	15,185	15,185	0	15,185	0	15,185	0
Retiree Benefits	3701-3702	2,500	2,500	0	2,500	0	2,500	0
PERS Reduction (for revenue limit funded schools)	3801-3802	0	0	0	0	0	0	0
Other Employee Benefits	3901-3902	0	0	0	0	0	0	0
Total, Employee Benefits		151,660	153,757	0	144,380	9,377	153,757	0
4. Books and Supplies								
Approved Textbooks and Core Curricula Materials	4100	15,597	15,597	0	45	15,552	15,597	0
Books and Other Reference Materials	4200	0	0	0	0	0	0	0
Materials and Supplies	4300	9,117	9,385	0	9,385	0	9,385	0
Noncapitalized Equipment	4400	12,565	33,000	0	24,750	8,250	33,000	0
Food	4700	8,047	8,047	0	1,144	6,903	8,047	0
Total, Books and Supplies		45,326	66,029	0	35,324	30,705	66,029	0
5. Services and Other Operating Expenditures								
Subagreements for Services	5100	0	0	0	0	0	0	0
Travel and Conferences	5200	21,229	21,229	0	0	21,229	21,229	0
Dues and Memberships	5300	16,999	16,999	0	16,999	0	16,999	0
Insurance	5400	8,082	8,082	0	8,082	0	8,082	0
Operations and Housekeeping Services	5500	5,670	5,670	0	5,670	0	5,670	0
Rentals, Leases, Repairs, and Noncap. Improvements	5600	399,820	471,917	0	471,917	0	471,917	0
Professional/Consulting Services and Operating Expend.	5800	345,182	326,373	0	139,668	186,705	326,373	0
Communications	5900	11,971	11,971	0	11,971	0	11,971	0
Total, Services and Other Operating Expenditures		808,953	862,241	0	654,307	207,934	862,241	0
6. Capital Outlay								
(Objects 6100-6170, 6200-6500 for modified accrual basis only)								
Land and Land Improvements	6100-6170	0	0	0	0	0	0	0
Buildings and Improvements of Buildings	6200	0	0	0	0	0	0	0
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0	0	0	0	0	0	0

Equipment	6400	0	0	0	0	0	0	0
Equipment Replacement	6500	0	0	0	0	0	0	0
Depreciation Expense (for accrual basis only)	6900	0	0	0	0	0	0	0
Total, Capital Outlay		0	0	0	0	0	0	0
7. Other Outgo								
Tuition to Other Schools	7110-7143	0	0	0	0	0	0	0
Transfers of Pass-Through Revenues to Other LEAs	7211-7213	0	0	0	0	0	0	0
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0	0	0	0	0	0	0
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0	0	0	0	0	0	0
All Other Transfers	7280-7299	0	0	0	0	0	0	0
Debt Service:								
Interest	7438	0	0	0	0	0	0	0
Principal (for modified accrual basis only)	7439	0	0	0	0	0	0	0
Total, Other Outgo		0	0	0	0	0	0	0
8. TOTAL EXPENDITURES		1,520,288	1,642,403	89,330	1,203,205	439,198	1,642,403	0
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		(123,612)	(314,568)	(17,526)	(314,568)	0	(314,568)	0
Description	Object Code	Original Budget	Board Approved Operating Budget (B)	Actuals to Date	First Interim Budget Unrestricted	First Interim Budget Restricted	First Interim Budget Total (D)	Difference (Col B & D)
D. OTHER FINANCING SOURCES / USES								
1. Other Sources	8930-8979	0	0	0	0	0	0	0
2. Less: Other Uses	7630-7699	0	0	0	0	0	0	0
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	0	0	0	0	0	0	0
4. TOTAL OTHER FINANCING SOURCES / USES		0	0	0	0	0	0	0
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		(123,612)	(314,568)	(17,526)	(314,568)	0	(314,568)	0
F. FUND BALANCE, RESERVES								
1. Beginning Fund Balance								
a. As of July 1	9791	437,397	437,397		437,397		437,397	0
b. Adjustments/Restatements to Beginning Balance	9793, 9795		0				0	0
c. Adjusted Beginning Balance		437,397	437,397		437,397	0	437,397	
2. Ending Fund Balance, Oct 31 (E + F.1.c.)		313,785	122,829		122,829	0	122,829	
Components of Ending Fund Balance:								
Reserve for Revolving Cash (equals object 9130)	9711	0	0		0	0	0	
Reserve for Stores (equals object 9320)	9712	0	0		0	0	0	
Reserve for Prepaid Expenditures (equals object 9330)	9713	0	0		0	0	0	
All Others	9719	237,750	46,867		46,867	0	46,867	
Legally Restricted Balance	9740	0	0				0	
Designated for Economic Uncertainties	9770	76,035	75,962		75,962		75,962	
Other Designations	9775, 9780	0	0		0	0	0	
Net Investment in Capital Assets (Accrual Basis Only)	9796	0	0		0	0	0	
Undesignated / Unappropriated Amount	9790	0	0		0	0	0	0

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: 2022-23

2022-23 (populated from Alternative Form Tab)						
Description	Object Code	First Interim Budget Unrestricted	First Interim Budget Restricted	First Interim Budget Total	Totals for 2023-24	Totals for 2024-25
A. REVENUES						
1. LCFF Sources						
State Aid - Current Year	8011	825,135		825,135	876,720	917,567
Education Protection Account - Current Year	8012	11,856		11,856	11,856	11,856
State Aid - Prior Years	8019	0		0	0	0
Transfer of Charter Schools in Lieu of Property Taxes	8096	31,930		31,930	31,930	31,930
Other LCFF Transfers	8091, 8097	0		0	0	0
Total, LCFF Sources		868,921		868,921	920,506	961,353
2. Federal Revenues						
No Child Left Behind	8290		0	0	0	0
Special Education - Federal	8181, 8182		11,500	11,500	11,500	11,500
Child Nutrition - Federal	8220		4,174	4,174	4,216	4,258
Other Federal Revenues	8290	0	151,393	151,393	57,593	59,240
Total, Federal Revenues		0	167,067	167,067	73,309	74,998
3. Other State Revenues						
Special Education - State	StateRevSE		75,154	75,154	75,906	76,665
Child Nutrition Programs	8520		2,873	2,873	2,902	2,931
Mandated Costs Reimbursements	8550	3,222		3,222	3,045	3,167
Lottery - Unrestricted and Instructional Materials	8560	13,433	0	13,433	13,433	13,433
Low Performing Student Block Grant	8590	0	0	0	0	0
All Other State Revenues	StateRevAO	0	194,104	194,104	94,697	68,272
Total, Other State Revenues		16,655	272,131	288,786	189,982	164,467
4. Other Local Revenues						
Transfers from Sponsoring LEAs to Charter Schools	8791	0		0	0	0
All Other Local Revenues	LocalRevAO	3,061	0	3,061	3,061	3,061
Total, Local Revenues		3,061	0	3,061	3,061	3,061
5. TOTAL REVENUES		888,637	439,198	1,327,835	1,186,858	1,203,879
B. EXPENDITURES						
1. Certificated Salaries						

Teachers' Salaries	1100	117,078	131,882	248,960	231,240	233,552
Certificated Pupil Support Salaries	1200	36,500	36,500	73,000	73,000	74,200
Certificated Supervisors' and Administrators' Salaries	1300	0	0	0	0	0
Other Certificated Salaries	1900	0	0	0	0	0
Total, Certificated Salaries		153,578	168,382	321,960	304,240	307,752
2. Non-certificated Salaries						
Instructional Aides' Salaries	2100	70,857	0	70,857	0	0
Non-certificated Support Salaries	2200	34,439	0	34,439	34,783	35,131
Non-certificated Supervisors' and Administrators' Sal.	2300	64,120	22,800	86,920	86,920	87,789
Clerical and Office Salaries	2400	45,000	0	45,000	45,450	45,905
Other Non-certificated Salaries	2900	1,200	0	1,200		
Total, Non-certificated Salaries		215,616	22,800	238,416	167,153	168,825
Description	Object Code	First Interim Budget Unrestricted	First Interim Budget Restricted	First Interim Budget Total	Totals for 2023- 24	Totals for 2024 25
3. Employee Benefits						
STRS	3101-3102	60,784	527	61,311	58,110	58,781
PERS	3201-3202	0	0	0	0	0
OASDI / Medicare / Alternative	3301-3302	15,269	7,020	22,289	17,198	17,277
Health and Welfare Benefits	3401-3402	47,170	1,830	49,000	51,450	54,022
Unemployment Insurance	3501-3502	3,472	0	3,472	3,506	3,541
Workers' Compensation Insurance	3601-3602	15,185	0	15,185	14,141	14,297
Retiree Benefits	3701-3702	2,500	0	2,500	3,000	3,500
PERS Reduction (for revenue limit funded schools)	3801-3802	0	0	0	0	0
Other Employee Benefits	3901-3902	0	0	0	0	0
Total, Employee Benefits		144,380	9,377	153,757	147,405	151,418
4. Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	45	15,552	15,597	16,377	17,196
Books and Other Reference Materials	4200	0	0	0	0	0
Materials and Supplies	4300	9,385	0	9,385	9,854	10,346
Noncapitalized Equipment	4400	24,750	8,250	33,000	13,200	13,800
Food	4700	1,144	6,903	8,047	8,449	8,872
Total, Books and Supplies		35,324	30,705	66,029	47,880	50,214
5. Services and Other Operating Expenditures						
Subagreements for Services	5100	0	0	0	0	0
Travel and Conferences	5200	0	21,229	21,229	5,000	5,000
Dues and Memberships	5300	16,999	0	16,999	17,509	18,034
Insurance	5400	8,082	0	8,082	8,324	8,574
Operations and Housekeeping Services	5500	5,670	0	5,670	5,840	6,015
Rentals, Leases, Repairs, and Noncap. Improvements	5600	471,917	0	471,917	174,480	174,980
Professional/Consulting Services and Operating Expend.	5800	139,668	186,705	326,373	265,787	274,930
Communications	5900	11,971	0	11,971	12,330	12,700
Total, Services and Other Operating Expenditures		654,307	207,934	862,241	489,270	500,233
6. Capital Outlay						
(Objects 6100-6170, 6200-6500 for modified)						

accrual basis only)						
Land and Land Improvements	6100-6170	0	0	0	0	0
Buildings and Improvements of Buildings	6200	0	0	0	0	0
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0	0	0	0	0
Equipment	6400	0	0	0	0	0
Equipment Replacement	6500	0	0	0	0	0
Depreciation Expense (for accrual basis only)	6900	0	0	0	0	0
Total, Capital Outlay		0	0	0	0	0
7. Other Outgo						
Tuition to Other Schools	7110-7143	0	0	0	0	0
Transfers of Pass-Through Revenues to Other LEAs	7211-7213	0	0	0	0	0
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0	0	0	0	0
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0	0	0	0	0
All Other Transfers	7280-7299	0	0	0	0	0
Debt Service:						
Interest	7438	0	0	0	0	0
Principal (for modified accrual basis only)	7439	0	0	0	0	0
Total, Other Outgo		0	0	0	0	0
8. TOTAL EXPENDITURES		1,203,205	439,198	1,642,403	1,155,948	1,178,442
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		(314,568)	0	(314,568)	30,910	25,437
Description	Object Code	First Interim Budget Unrestricted	First Interim Budget Restricted	First Interim Budget Total	Totals for 2023-24	Totals for 2024-25
D. OTHER FINANCING SOURCES / USES						
1. Other Sources	8930-8979	0	0	0	0	0
2. Less: Other Uses	7630-7699	0	0	0	0	0
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	0	0	0	0	0
4. TOTAL OTHER FINANCING SOURCES / USES		0	0	0	0	0
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		(314,568)	0	(314,568)	30,910	25,437
F. FUND BALANCE, RESERVES						
1. Beginning Fund Balance		0	0			
a. As of July 1	9791	437,397	0	437,397	122,829	153,739
b. Adjustments/Restatements to Beginning Balance	9793, 9795	0	0	0	0	0
c. Adjusted Beginning Balance		437,397	0	437,397	122,829	153,739
2. Ending Fund Balance, Oct 31 (E + F.1.c.)		122,829	0	122,829	153,739	179,177
Components of Ending Fund Balance:						
Reserve for Revolving Cash (equals object 9130)	9711	0	0	0	0	0
Reserve for Stores (equals object 9320)	9712	0	0	0	0	0
Reserve for Prepaid Expenditures (equals object 9330)	9713	0	0	0	0	0

All Others	9719	46,867	0	46,867	95,942	120,255
Legally Restricted Balance	9740		0	0	0	0
Designated for Economic Uncertainties	9770	75,962		75,962	57,797	58,922
Other Designations	9775, 9780	0	0	0	0	0
Net Investment in Capital Assests (Accrual Basis Only)	9796	0	0	0	0	0
Undesignated / Unappropriated Amount	9790	0	0	0	(0)	(0)



Empower Generations

Single Plan for Student Achievement 2022-2023

School Name: Empower Generations

About the School: Empower Generations is a free public charter that supports pregnant and parenting and at-promise teens to meet their individual goals through a whole-person, whole-family approach. Empower Generations provides learners with a safe and nonjudgmental environment to explore and gain confidence amid the unique challenge of young parenthood and life as a teen. The school welcomes pregnant and parenting high school learners and their young children as well as at-promise teens seeking a more personalized and supportive approach to obtaining a high school diploma and preparing for college and career onto campus two to three days per week for group and individual advisory, workshops, and one-on-one support. With clear and personalized guidance, learners determine their course of study and method of obtaining graduation requirements, including internships, 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: November 30th, 2022

Local Board Approval Date:



Purpose

The purpose of this plan is for schoolwide 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.

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. Title II is allocated for staff development to ensure equitable access to quality educators. Title IV funding is used to assure that learners receive a well-rounded education.

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.



Resource Inequities

At Empower Generations there are many opportunities available to increase the academic performance of learners. A root cause analysis of Empower Generation's California Dashboard data showed no resource inequities. However, Empower identified the following areas for improvement and will work to improve the following:

Chronic Absenteeism is higher in Hispanic/Latino sub group at 57.9%

Graduation rate in low socioeconomic sub group at 21.4% opposed to overall grad rate of 38.1%

100% of African Americans did not meet standard on 2021-2022 CAASPP ELA

100% of English Learners did not meet standard on 2021-2022 CAASPP ELA

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 based on internal NWEA MAP scores and CAASPP.

Annual Measurable Outcomes

Metric	Baseline	Expected Outcome
NWEA MAP Test Scores, specifically the Conditional Growth Index (CGI), a standardized measure of observed learner or school growth compared to the 2020 NWEA student or school growth norms.	Spring 2022 overall CGI: -1.5	Meet or exceed 0 on Spring 2023 CGI

Strategies/Activities

Activity	Learners to Be Served	Strategy/Activity Description	Expenditures	
			Amount(s)	Funding Source(s)
ELA Intervention	Identified learners falling below	Designated credentialed teacher/facilitator to provide intervention strategies for	\$25,000	Title I



	State proficiency levels based on Fall MAP data.	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.		
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Annual Review	
SPSA Year Reviewed: 2021-2022	Summary: Empower Generations Care Team and Facilitators worked to implement an ELA intervention program for targeted learners falling well below state level of proficiency as measured by NWEA MAP scores in Fall 2021.
Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goals.	<p>Care Team and Facilitators worked with targeted learners during instructional time in small groups and through the school's LMS to deliver and monitor intervention strategies, tutoring, and support in meeting individual learner's Math and ELA goals. NWEA MAP data was used to design individual lessons and practice for learner's based on their skill development needs.</p> <p>Empower Generations increased the percent of learners who were close, meeting, or exceeding benchmark standards on NWEA MAP by 6.2%, which exceeded the 2% goal set in last year's SPSA by the SSC.</p>
Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goals.	There were no major differences between intended implementation or budgeted expenditures during the implementation time period. All strategies were implemented as planned. A minor difference was that staff identified as Title I staff to work with learners changed mid-year. Staff were trained, and all necessary documentation was completed in order to ensure that no gap in intervention services to targeted learners occurred.
Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.	After careful consideration, the metric for monitoring annual outcomes was changed slightly. Rather than using the number of learners who were close, meeting, or exceeding MAP RIT number, it was determined by school staff and administration that a more accurate and informative metric would be to use the MAP conditional growth index (CGI), which will demonstrate the percentage of learners annually who met their projected growth for the year (fall to spring). This will show the growth of learners in the year due to intervention strategies and activities.



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 intervention based on internal NWEA math MAP scores and CAASPP.

Annual Measurable Outcomes

Metric	Baseline	Expected Outcome
NWEA MAP Test Scores, specifically the Conditional Growth Index (CGI), a standardized measure of observed learner or school growth compared to the 2020 NWEA student or school growth norms.	Spring 2022 overall CGI: 1.7	Meet or exceed 0 on Spring 2023 CGI

Strategies/Activities

Activity	Learners to Be Served	Strategy/Activity Description	Expenditures	
			Amount(s)	Funding Source(s)
Math Intervention	Identified learners falling below State proficiency levels based on Fall MAP data.	Designated credentialed teacher/facilitator to provide intervention strategies for 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.	\$18,000	Title I

Annual Review

SPSA Year Reviewed:
2021-2022

Summary: Empower Generations Care Team and Facilitators worked to implement a Math intervention program for targeted learners falling well below state level of proficiency as measured by NWEA MAP scores in Fall 2021.

Describe the overall

Care Team and Facilitators worked with targeted learners during



implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goals.	<p>instructional time in small groups and through the school's LMS to deliver and monitor intervention strategies, tutoring, and support in meeting individual learner's Math and ELA goals. NWEA MAP data was used to design individual lessons and practice for learner's based on their skill development needs.</p> <p>Empower Generations increased the percent of learners who were close, meeting, or exceeding benchmark standards on NWEA MAP in Math by 11.9%, which far exceeded the 2% goal set in last year's SPSA by the SSC.</p>
Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goals.	<p>There were no major differences between intended implementation or budgeted expenditures during the implementation time period. All strategies were implemented as planned. A minor difference was that staff identified as Title I staff to work with learners changed mid-year. Staff were trained, and all necessary documentation was completed in order to ensure that no gap in intervention services to targeted learners occurred.</p>
Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.	<p>After careful consideration, the metric for monitoring annual outcomes was changed slightly. Rather than using the number of learners who were close, meeting, or exceeding MAP RIT number, it was determined by school staff and administration that a more accurate and informative metric would be to use the MAP conditional growth index (CGI), which will demonstrate the percentage of learners annually who met their projected growth for the year (fall to spring). This will show the growth of learners in the year due to intervention strategies and activities.</p>

Goal 3: Improve the quality and effectiveness of facilitators, school director and leaders, and other staff to better meet the needs of learners through ongoing professional development.

Identified Need	Empower Generations has a high percentage of learners with adverse childhood experiences, and the staff have requested to be trained and implement trauma-informed practices as a social-emotional strategy.
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Annual Measurable Outcomes

Metric	Baseline	Expected Outcome
Professional Development - Trauma Informed Practices	0% of facilitators and care team providers trained	100% staff trained

Strategies/Activities

Activity	Learners to	Strategy/Activity	Expenditures
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	Be Served	Description	Amount(s)	Funding Source(s)
Training and staff professional development	All	Facilitators and care team will attend training by Joe Brummer-Trauma Informed Practices.	\$3,789	Title II

Budget Summary	
Description	Amount
Total Funds Provided to the School Through the Consolidated Application	\$37,753
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	\$46,789
Total of federal Title Funds for this school	\$60,051



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.

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.

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.

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.

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/guidanceuseseseinvestment.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/guidanceeuseinvestment.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



Telework Policy and Procedures

Introduction

Teleworking is a flexible work arrangement that allows employees of Empower Generations (“Organization”) to work remotely at home, or in a satellite location, for all or part of their workweek. The Organization considers teleworking to be a viable, flexible work option when both the employee and the position are suited to such an arrangement. This Telework Policy is to promote general work efficiency, to continue operations during an emergency, or to accommodate other unique circumstances as approved by an employee’s supervisor/Manager.

Teleworking may be appropriate for some employees and positions, but not for others. Whether a job position is eligible for telework is at the sole discretion of the Organization. Teleworking is a benefit, not an entitlement, and it in no way changes the terms and conditions of employment with the Organization.

Definitions

- **Telework**

Working one or more regularly scheduled workdays with Organization approval away from an Organization worksite, either at a home residence or a mutually agreed upon alternative worksite/location.

- **Teleworker**

An employee who has received approval by their supervisor/manager to perform job duties away from an employee’s primary location, either at a home residence or a mutually agreed upon alternative worksite/location.

- **Organization Worksite**

A designated campus, office, or other property of the Organization, not including a teleworker’s designated home office.

- **Home Worksite**

A designated home residence or a mutually agreed upon alternative worksite/location where Telework may be performed.

The Organization has four Telework arrangement options available to qualifying employees and job positions. Managers will review with eligible employees if any of these work arrangement options are feasible. While the Organization will take employee input into account, the final decision on the exact Telework assignment will be at the discretion of the supervisor/manager. The Organization may make changes to the Telework arrangement options as warranted and according to business needs.

1. Hybrid Telework

This work arrangement involves the flexibility to perform work at the Organization Worksite and the Teleworker’s Home Worksite. For example, the employee works 3 days at the Organization Worksite and 2 days from the Home Worksite. The supervisor/manager and

employee establish a mutually agreed upon schedule. Hybrid Telework assignments may or may not have a specified end date.

2. Short Term Telework

This work arrangement involves the flexibility to perform work away from the Organization Worksite either in state or out of state for 30 days or less.

3. Full-time In-State Telework (primary residence in the state of the employing organization)

This work arrangement involves working remotely in the state of the Organization's home office on a continuous basis. The supervisor/manager and employee establish work and communication expectations for achieving work success during Teleworking.

4. Full-time Out-of-State Telework (primary residence out of the state of the employing organization)

This work arrangement involves working remotely outside of the state of the Organization's home office on a continuous basis. The supervisor/manager and employee establish work and communication expectations for achieving work success during teleworking.

Eligibility and Procedures

Before entering into any Teleworking arrangement, the employee and supervisor/manager, will take the following into consideration to determine eligibility:

Position suitability

Suitable positions for Telework are characterized by clearly defined tasks, essential functions and work products. The employee and supervisor/manager will discuss the job responsibilities and determine if the position is suitable and appropriate for a Telework arrangement. An employee's position may be suitable for Telework when:

- The employee's primary duty includes the exercise of discretion and independent judgment with respect to matters of significance related to general business operations of the employer or the employer's customers.
- The position is primarily knowledge-based.
- The employees hold themselves to measurable deliverables.
- The position does not require frequent face to face interaction at the regular worksite with supervisor/managers, colleagues, clients, or the public, or in person.
- The essential functions do not require the employee's presence at the Organization Worksite.
- The position is not essential to the management of on-site workflow.

Employee suitability

The employee and supervisor/manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful teleworkers. An employee may be suitable for teleworking when they demonstrate and possess the following performance criteria:

- Demonstrates dependability and responsibility
- Effectively communicates with supervisors, coworkers, and clients
- Possesses the ability to work with minimal to no supervision
- Demonstrates a consistently high rate of productivity

- Demonstrates job knowledge and level of skill to perform the job effectively and efficiently
- Possesses the ability to prioritize work effectively
- Demonstrates good organizational and time management skills
- Demonstrates motivation
- Has a history of positive performance without a recent record of discipline or performance deficits

Employee will be provided with the *Telework Safety Checklist* for completion and return to your supervisor/manager and cc: Employee Services at employeeservices@ileadcalifornia.org.

Length of Assignment

Unless another length of time is specified, Telework assignments are generally granted on a school year to school year basis, unless otherwise ended by the Teleworker or the Organization. Telework assignments for a future school year should be requested before the end of the current school year to have the highest likelihood of approval.

Telework assignments in place as of Fall 2022 are projected to remain in place until June 30, 2023. The Organization reserves the right to end any Telework assignments earlier as needed. Any projections on how long a Telework assignment may last have no effect on the at-will nature of employment with the Organization and are merely forecasts for what may apply should the employee remain employed with the Organization.

Employment

Employees of the Organization remain at-will regardless of the assignment of Telework. This Policy does not imply or serve as an employment contract or guarantee of continued employment nor does it alter or limit the right of the Organization to terminate a Teleworker “at will.”

Job responsibilities, compensation, benefits, standards of performance, and performance evaluations remain the same as when working at the regular work site. The supervisor/manager reserves the right to assign work as necessary at any work site.

Teleworkers remain obligated to comply with all Organization rules, policies, procedures, practices. Violation of Organization policies may result in preclusion from telework and/or disciplinary action, up to and including termination of employment.

Business Hours and Workweek

The Organization’s regular business hours are from 8:00 a.m. to 4:30 p.m. (PST) Monday through Friday. Teleworkers may be assigned to work during regular business hours or on an alternative work schedule, as instructed by a supervisor/manager. Teleworkers may also be scheduled to work evening hours or on a weekend, as directed by their supervisor. The workweek begins at 12:00 a.m. (PST) Saturday and ends at 11:59 p.m. (PST) on Friday.

Meal and Rest Periods

Teleworkers are entitled to the same meal breaks and rest periods to which they would be entitled while working at the Organization Worksite. This includes a thirty (30) minute unpaid meal break for employees working five (5) to ten (10) hours, a paid rest break for nonexempt Teleworkers working three and a half (3.5) hours or more, and additional paid rest breaks for nonexempt Teleworkers working more than six (6) hours, and again after ten (10) hours. Employees are strongly encouraged to step away from work technology during scheduled work breaks and meals to give their mind a rest from the digital world, and to maintain mental and physical wellbeing. In the workday, take time to engage in mindfulness activities such as stretching,

walking and making time for digital breaks.

Nonexempt Employees

Teleworkers who are nonexempt employees will be required to accurately record all hours worked using the Organization's time-keeping system, the same as they would do for work performed at the Organization Worksite.

Only nonexempt employees are eligible for overtime. Overtime hours worked in excess of those scheduled per day and per workweek require the advance approval of the Teleworker's supervisor/manager. Failure to comply with this requirement may result in the immediate termination of the Telework arrangement.

Timekeeping

Teleworkers are required to seek approval for and properly record time taken off work (vacation, holiday, sick days, jury duty, and bereavement, military leave, workers' compensation, etc.). Requests for time off without available sick and vacation accruals (if applicable) will be designated as unpaid. Employees must use the appropriate "no pay" selection in the time keeping system. If time off for a leave of absence is needed, employees must first contact Employee Services at employeeservices@ileadcalifornia.org.

Communication

Teleworkers are to be available by phone, text, web conferencing, and instant messaging during their assigned work hours to assist and support management, co-workers, vendors, students, parents, and customers and to perform their jobs. Any lack of compliance in communication with supervisors/managers and/or internal department team members and cross functional departments teams may result in corrective action including termination of the Telework arrangement, and up to termination of employment.

Operational Needs

Teleworkers may be called into the Organization Worksite or another location where an Organization event is taking place, when in the discretion of a manager/supervisor, it is deemed appropriate to their job position. The supervisor/manager should provide reasonable notice whenever possible. However, Teleworkers may be required to report to Organization Worksite without advance notice, as needed. The following are examples of events where one's physical presence may be required, but is not limited to:

- iLEAD Staff Retreat
- Camp Make
- All-Boards Retreat (if applicable)
- Professional Learning (if applicable)
- Board Meetings (if applicable)
- 20-day Meetings (if applicable)
- Hiring Events: Star Search/Leadership Cafe (if applicable)
- Leadership Connections (if applicable)
- Team Collaborations (if applicable)

Dress Code

Employees that are approved for Telework are to maintain a neat, clean, and professional appearance during work hours. As a general rule, business casual appearance is appropriate when engaging in virtual video meetings with clients, vendors, leadership, peers, student and

parents

Dependent Care

Telework is not designed to be a replacement for appropriate childcare or kin care. Although an individual employee's schedule may be modified to accommodate childcare needs, the focus of the arrangement must remain on successfully fulfilling job responsibilities and expectations and meeting business demands. The Organization expects Teleworkers to work and be available for work during scheduled work times. Prospective Teleworkers are encouraged to discuss expectations of teleworking with family members prior to telework arrangement.

Absences and Tardiness

If a Teleworker must miss work or will be late for any reason, the Teleworker must notify their supervisor/manager as soon as possible but by no later than one hour before their schedule start time, unless doing so is beyond their control. Absences must be reported day by day unless/until a longer leave is approved by the Organization. Teleworkers who are ill or injured and anticipate being away from work for more than five (5) business days must immediately inform the Organization of their intentions. They are encouraged to speak with their health care provider and Employee Services for information about seeking a Leave of Absence (LOA) or State Disability Insurance benefits.

Equipment and Supplies

Employees may be required by their Telework assignment to use certain technology, equipment, and supplies at their Home Worksite. On a case-by-case basis, the Organization will determine, with information supplied by the employee and the supervisor/manager, the appropriate equipment needs (including hardware, software, hotspot data, virtual phone lines and other office equipment) for each teleworking arrangement. The Employee Services and Information Technology Services Departments will serve as resources in this matter. Equipment provided to the Teleworker by the Organization will be maintained by the Organization, but must be appropriately cared for by the Teleworker when in their possession. The Organization reserves the right to make determinations as to appropriate equipment, subject to change at any time.

Equipment supplied by the organization is to be used for business purposes only. The Teleworker must sign an inventory list in acknowledgement of receipt of all Organization property assigned to them. Teleworkers must take appropriate care of the Organization's property while in their possession and agree to take any reasonable steps or action to protect the items from damage or theft, such as locking the items away when not in use, not loaning them to others, and not allowing anyone else to use the items. The Teleworker must inform the Organization as soon as possible of any equipment malfunctions/failures, losses, or thefts. Upon termination of the Telework arrangement or the employee's employment, the employee must return all property owned by the Organization, unless other arrangements have been made.

The Organization will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. The Organization will also reimburse the employee for necessary and actual business-related expenses, such as shipping costs, that are reasonably incurred in carrying out the employee's job.

Teleworkers will establish a safe and appropriate work environment within their home for work purposes. The Organization will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications

to the home office space. Employee must secure and keep in force during the telework arrangement homeowner or renters insurance to cover any claims arising out of damage to their personal property and/or equipment.

Personal Equipment

If deemed appropriate by the Organization, equipment supplied by the Teleworker will be maintained in good working order by the Teleworker. The Organization accepts no responsibility for damage or repairs to employee-owned personal equipment. Employees who use their personal equipment for teleworking are responsible for the installation, repair, and maintenance of the equipment. The Organization accepts no responsibility for loss, damage, wear or repairs to employee-owned personal equipment.

Teleworking employees must understand and agree that Organization is entitled to, and may access, any personal equipment used while telecommuting, such as a personal computer, telephone, fax machine, monthly bills, and internet records. Teleworker may be entitled to a monthly stipend to cover certain uses of personal equipment such as a personal cell phone or home internet. More specific information will be provided in the Remote Work Agreement.

Tax and other legal implications

Teleworkers must determine any tax or legal implications under Internal Revenue Service (IRS), state and local government laws, and/or restrictions of working out of a home-based office. Teleworking out-of- state has additional considerations related to taxation, reporting, and applicability of local jurisdiction employment laws. Responsibility for fulfilling all obligations in this area rests solely with the teleworker. Please seek advice from your tax expert.

Security of Confidential Information

Security of confidential information is of primary concern and importance to the Organization. Consistent with state and federal law and the Organization's expectations of information security for employees working at the site, Teleworkers will be expected to ensure the protection of proprietary Organization, student, vendor and customer information accessible from their home office. Steps include the use of locked file cabinets and desks, proper handling and disposal of all materials containing confidential information, regular password protection and maintenance on all systems containing confidential information, and any other measures appropriate for the job and the environment.

All files, records, papers, or other materials created while teleworking are Organization property. Teleworking employees and their supervisor/managers shall identify any confidential, private, or personal information and records to be accessed and ensure appropriate safeguards are used to protect them. The Organization may require employees to work in private locations when handling confidential or sensitive material. The Organization may prohibit employees from printing confidential information in teleworking locations to avoid breaches of confidentiality.

Teleworkers must back up critical information on the Organization designated location other than company issued technology on a regular basis to assure the information can be recovered if the primary source is damaged or destroyed. Teleworkers must ensure that data stored on electronic media is permanently deleted and unrecoverable before media is disposed of or reused. Teleworkers may not disclose confidential or private files, records, materials, or information, and may not allow access to Organization networks or databases to anyone who is not authorized to have access. Any incidents of loss, damage, or unauthorized access must be reported by the

Teleworker to their supervisor/manager immediately.

Public Record Laws

The California Public Records Act and Transparent California Law regarding public information and public records apply to teleworking employees. Public records include any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by the Organization regardless of physical form or characteristic. Public information means the contents of a public record. Upon receipt of an appropriate request, and subject to authorized exemptions, a Teleworker must permit inspection and examination of any public record or public information in the employee's custody, or any segregable portion of a public record, within required time limits. This requirement exists regardless of where the public record is located.

Safety

Teleworkers are expected to maintain a safe and productive work environment with adequate lighting and ventilation. Teleworker's home workspace is to be free from safety hazards and obstruction. Teleworkers must have fire protection equipment in the home.

With reasonable notice and at a mutually agreed upon time, the Organization may make on-site visits to employee's telework location to ensure that the designated work space is safe and free from hazards, provides adequate protection and security of Organization property, and to maintain, repair, inspect, or retrieve Organization property.

Teleworkers are not to hold business visits or meetings with colleagues, customers or the public at the Home Worksite.

The Organization will provide each Teleworker with a safety checklist that must be completed at least once per year and anytime the Home Worksite changes.

Workers' Compensation

Injuries sustained by the Teleworker at their Home Worksite in conjunction with their regular work duties are normally covered by the Organization's workers' compensation policy. Teleworkers are responsible for notifying the Organization of such injuries as soon as practicable. The Teleworker agrees that it may be necessary for the workers' compensation insurance carrier or the Organization to access the telework site to investigate an injury report.

Workers' compensation does not cover injuries that are not job related. This includes, but is not limited to, commute between the Home Worksite and the Organization Worksite and the Teleworkers non-work time in their own home. Additionally, the Organization shall not be liable for any damage to property or injuries sustained by visitors, third parties or family members at the Home Worksite.

Failure to maintain a proper and safe work environment, in accordance with this policy, may be cause for terminating the Telework arrangement.

Employee Benefits

Teleworkers who are eligible for the Organization sponsored benefits will continue to maintain their benefits during the Telework arrangement. However, some benefit options are not available out of the state of the primary employer's home office. Please reach out to the Benefits Department for assistance.

Travel

All business travel arrangements must be pre-approved by the Teleworker's supervisor/manager. Teleworkers will not be paid for time or mileage for travel between the Home Worksite and the employee's primary worksite as this travel is considered travel from home to work.

Evaluation/Cancellation/Termination of Telework Arrangement

Any Teleworking arrangement may be discontinued at will and at any time at the request of either the Teleworker, manager/supervisor, or the Organization. Every effort will be made to provide thirty (30) days' notice of such change to accommodate commuting, childcare and other issues that may arise from the termination of a Telework arrangement. There may be instances, however, when no notice is possible.

Upon termination of the telework arrangement or termination of employment, the employee agrees to promptly return the Organization property, files, records, and supplies assigned to them back to the Organization. If the Teleworker's personal computer was used, Organization provided software shall be deleted.

Ad Hoc Arrangements

Temporary Telework arrangements may be approved for circumstances such as inclement weather, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance. Other informal, short-term arrangements may be made for employees as a reasonable accommodation to the extent practical for the employee and the organization and with the consent of the employee's health care provider, if appropriate.

All informal teleworking arrangements are made on a case-by-case basis, focusing first on the business needs of the Organization. If you should have any questions regarding this policy, please speak with your supervisor/manager or the Employee Service department at employeeservices@ileadcalifornia.org. For work related injuries, please contact supervisor/manager or Employee Service department at employeeservices@ileadcalifornia.org.

Telework Request Procedures

Hybrid Telework

1. (a) Employee reaches out to their supervisor to discuss their Telework request
OR
(b) Manager/supervisor reaches out to the employee to discuss Telework arrangement option with the employee.
2. Manager/supervisor routes Telework Request Form to employee for review and completion. Manager/supervisor engages the employee in conversation to conduct a preliminary assessment of request, review proposed schedule and Telework Policy.
3. If manager/supervisor agrees that a hybrid telework arrangement is feasible, manager/supervisor signs as approval.
4. Approved form routes to Employee Services for recordkeeping in the HRIS system.
 - a. Employee Services documents supervisor/manager approval and Telework arrangement.
5. Manager/supervisor routes Telework Policy to employee to review and sign

acknowledgment. Signed document will route to Employee Services for recordkeeping.

Short Term Out-of-State Telework (out of the state (30 days or less) of the employing organization)

1. Employee reaches out to the manager/supervisor to discuss their telework request.
2. Manager/supervisor routes Telework Request Form to employee for review and completion.
3. Manager/supervisor engages the employee in conversation to conduct a preliminary assessment of request (position/employee suitability), review proposed schedule and Telework Policy.
4. If the manager/supervisor agrees that a Telework arrangement is feasible, the manager/supervisor discusses the request with the Director of Employee Services, signs the request form and form routes to the Director of Employee Services for signature of approval.
5. If the Director of Employee Services approves, they sign approval and request form routes to the Executive Director or CEO.
6. Executive Director or CEO reviews request form and makes decision
 - a. If approved, the manager/supervisor notifies the employee and reviews Telework Policy and arrangement. Manager/supervisor routes Telework Policy to the employee to review and sign acknowledgment. Signed document will route to Employee Services for recordkeeping.
 - b. If a request is denied by the Executive Director or CEO, a reason will be provided for the manager/supervisor to review with the employee.
7. If approved by all parties, Employee Services receives notification for recordkeeping.

Full Time/Continuous Telework (primary residence IN the state of the employing organization.)

1. Employee reaches out to their supervisor to discuss their Telework request.
2. Manager/supervisor routes Telework Request Form to employee for review and completion.
3. Manager/supervisor engages the employee in conversation to conduct a preliminary assessment of request (position/employee suitability), review proposed schedule and Telework Policy.
4. If manager/supervisor agrees that a Telework arrangement is feasible, manager/supervisor discusses the request with the Director of Employee Services, signs the request form and form routes to the Director of Employee Services for signature of approval.
5. If the Director of Employee Services approves, they sign approval and request form routes to the Executive Director or CEO.
6. Executive Director or CEO reviews request form.
 - a. Whether approved or denied by the Executive Director or CEO, both Manager and Director of Employee Services will receive notification of decision for review with the employee.
7. The supervisor/manager communicates the decision.
 - a. If approved, the manager/supervisor notifies the employee and reviews Telework Policy and arrangement. Manager/supervisor routes Telework Policy to the employee to review and sign acknowledgment. Signed document will route to Employee Services for recordkeeping.
 - b. If the request is denied by the Executive Director or CEO, a reason will be provided for the manager/supervisor to review with the employee.

8. If approved by all parties, Employee Services receives notification to document Telework arrangement in the HRIS system.

Full Time/Continuous Telework (primary residence OUT of the state of the employing organization.)

1. Employee reaches out to their supervisor to discuss their Telework request.
2. Manager/supervisor routes Telework Request Form to employee for review and completion.
3. Manager/supervisor engages the employee in conversation to conduct a preliminary assessment of request (position/employee suitability), review proposed schedule and Telework Policy.
4. If the manager/supervisor agrees that a Telework arrangement is feasible, the manager/supervisor discusses the request with the Director of Employee Services, signs the request form and the form routes to the Director of Employee Services for signature of approval.
5. If the Director of Employee Services approves, they sign approval and request form routes to the Executive Director or CEO.
6. Executive Director or CEO reviews request form.
 - a. Whether approved or denied by the Executive Director or CEO, both Manager and Director of Employee Services will receive notification of decision for review with the employee.
7. The supervisor/manager communicates the decision.
 - a. If approved, the manager/supervisor notifies the employee and reviews Telework Policy and arrangement. Manager/supervisor routes Telework Policy to the employee to review and sign acknowledgment. Signed document will route to Employee Services for recordkeeping.
 - b. If the request is denied by the Executive Director or CEO, a reason will be provided for the manager/supervisor to review with the employee.
8. If approved by all parties, Employee Services and Payroll will receive notification.
 - a. Employee Services will document approval and telework arrangement in the HRIS system.
 - b. Employee Services will evaluate insurance needs.
 - c. Payroll will assess employer tax requirements. This may involve setting up out of state tax accounts.
 - d. Employee must update HRIS system with out of state address as soon as possible.

Employee Acknowledgement

By my signing this acknowledgment, I am indicating that I have read, understand and agree to comply with the Empower Generations Telework Policy. By signing below I further acknowledge and certify that I have homeowner or renters insurance and have an ergonomically safe and efficient work environment in the pre-approved teleworking location. I also agree to review and sign the Remote Work Agreement.

Employee Name: _____

Employee Signature: _____

Date _____

Manager/Supervisor Name: _____

Manager/Supervisor's Signature: _____

Date _____

To be completed by Employee Services:

The above-named employee is: _____ approved _____ not approved for Telework.

Date:

RESOLUTION NO. 2022.2023.1 - 12/1/22

**RESOLUTION OF THE BOARD OF DIRECTORS OF
EMPOWER GENERATIONS CHARTER SCHOOL
APPROVING AMENDED ATTACHMENT A TO
RESOURCE SHARING AGREEMENT AND CERTAIN
OTHER ACTIONS RELATED THERETO**

WHEREAS, iLEAD California Charters 1 (“iCA”); iLEAD Agua Dulce (“iAD”); iLEAD Lancaster (“iL”); iLEAD Online Charter School (“iOCS”); Empower Generations (“EG”); and Santa Clarita Valley International (“SCVi”) each operate California public charter schools with personalized learning modeled on the iLEAD program (collectively, the “iLEAD Schools”);

WHEREAS, iCA currently operates the largest of the iLEAD Schools, and the iLEAD Schools currently share certain functions and resources of iCA among them cooperatively pursuant to the Amended Resource Sharing Agreement dated July 1, 2021 (“Resource Sharing Agreement”);

WHEREAS, under the Resource Sharing Agreement, iCA performs certain functions for all the iLEAD Schools, allowing all the schools to access valuable, specialized, and/or expensive resources that might not otherwise be available to each of them and achieving cost savings by sharing iCA’s actual costs of such functions pro-rata based on each school’s ADA;

WHEREAS, the functions and resources performed by iCA for all of the iLEAD Schools are described in Attachment A to the Resource Sharing Agreement;

WHEREAS, Section 9(a) of the Resource Sharing Agreement requires iCA to inform the iLEAD Schools when there are changes to its capacity to provide the functions and resources described in Attachment A, and to reflect such changes in writing by providing an amended Attachment A to all the iLEAD Schools;

WHEREAS, Section 9(a) of the Resource Sharing Agreement further requires that, to the extent iCA’s changes to Attachment A add new functions or resources that would result in a substantial increase in costs, iCA shall provide all the iLEAD Schools ninety (90) days notice, which notice may be waived if the iLEAD Schools seek to have services start sooner;

WHEREAS, as of December 1, 2022, iCA is willing to amend Attachment A to add the following functions and resources for the remainder of the 2022-23 school year: technology, facilities planning, communications, outreach, and public relations, reflected in the new Amended Attachment A attached to this resolution .

WHEREAS, adding all of the new functions and resources in the Amended Attachment A will result in a substantial increase in costs to iCA, and accordingly will result in a substantial increase in the costs shared by the iLEAD Schools that utilize those shared functions and resources;

WHEREAS, the increase is estimated to be an additional 1% of total annual LCFF revenue for each of the iLEAD Schools, provided, however, that this is only an estimate; the iLEAD Schools will share the actual costs incurred by iCA on a pro-rata basis as set forth in Section 2 of the Resource Sharing Agreement; and

WHEREAS, because the iLEAD Schools' previous vendor will no longer provide technology, facilities planning, procurement of insurance, communications, outreach, and public relations services to the iLEAD Schools as of November 30, 2022, EG seeks to have iCA start providing the functions and resources in Amended Attachment A as of December 1, 2022, EG accordingly seeks to waive the ninety (90) days notice requirement pursuant to Section 9(a) of the Resource Sharing Agreement.

WHEREAS, the Board of Directors wishes to amend the Resource Sharing Agreement to revise the language of Section 8 to remove the automatic renewal provision for the Term, and iCA has also stated it is agreeable to this change, as set forth in the attached Amendment to Agreement ("Amendment").

NOW, THEREFORE, this Board of Directors of EG does hereby find, resolve, and order as follows:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Amended Attachment A is hereby approved.

Section 3. EG seeks to have iCA start providing the functions and resources in Amended Attachment A as of December 1, 2022, and accordingly the ninety (90) days notice requirement pursuant to Section 9(a) of the Resource Sharing Agreement is hereby waived.

Section 4. The Amendment is hereby approved.

Section 5. The Director or designee is authorized and directed to take or cause to be taken such other actions as may be required to fulfill the purposes of this resolution.

AMENDED ATTACHMENT A

12/1/2022

MAKER SERVICES:

TIER 1 CURRICULUM, INSTRUCTION, AND ENGAGEMENT:

- Provide professional learning to support full implementation of the iLEAD instructional model as identified in the iLEAD Design Element Alignment Lens (iDEAL).
- Coaching and support with the planning and execution of Project Based Learning/Problem based learning, by building individual and team capacity, project ideas, project tune ups), and guidance through specific organization wide projects such as Dream Up to Space, Soaring Aeronautics, The Personal Project, Mini PCR, Math Identity Project, etc.
- Provide monthly new facilitatory onboarding
- Curriculum training, coaching and support of specific content-based programs focusing on rigorous TK-12 literacy, math, science, humanities/social studies, and STEAM (Science, Technology, Engineering, Arts, and Math) programs, which includes implementing all elements of the iLEAD model
- Training, coaching and support of school leaders, classroom staff, and other staff in the development of a positive and supportive school culture through the iDEAL process
- Training, coaching and support of iLEAD model of classroom management and climate, utilizing iRESPECT, this includes 7 Habits, Love and Logic, and Restorative and Trauma-Informed Practices
- Professional learning is provided on-site and remotely, to support full implementation of the iLEAD instructional model as defined by iDEAL
- Support family engagement through providing training to families to better understand aspects of iLEAD's educational model

MEASURING EFFECTIVENESS:

- Implementation and support for a variety of regular formative benchmark assessments in core subject areas such as NWEA MAP testing, writing, literacy as well as any summative State mandated assessments
- Development, implementation, and sustainability of regularly scheduled data meetings with the key focus on utilization of the collected data in order to inform and set goals to aid in the improvement of the instructional program as well as individual learner achievement
- Training, coaching and support in the area of data analysis and assessments
- Collaboration with educational partners in the self-evaluation of the iLEAD instructional model
- Design, coordinate, and collect survey data to improve practices
- Access to **individual school dashboards** ~~Being Makers website~~ with linked resources, iLEAD Science and Aerospace Projects website, Mathemagical Mindsets website, Brightspace educational resources and PBL project bank

ADDITIONAL LEARNER SUPPORT SERVICES:

- Training, coaching, and assistance monitoring, and assistance operating programs for English Learners
- Training, coaching, and assistance with monitoring programs and compliance for Foster and Homeless Youth
- Training, coaching, and assistance with monitoring programs and compliance in programs that provide additional learner support
- Representation at required SELPA meetings (such as CEO Council, Executive Council, PLC, etc.)
- Assistance with SELPA communications
- Assistance through due process and mediation when necessary, including communications with legal counsel
- Support and training to promote equity, diversity and inclusion amongst learners, staff, and other educational partners
- Develop and/or assist with implementing Multi-Tiered Systems of Support (MTSS)

SPECIAL PROGRAMS:

- Support with Upper School programs may include College/Career indicators (UC A-G approval, College Credit Courses, college and career pathways, IB accreditation and program implementation support, competency based education, AP Testing, graduation rates, etc.) and provide academic counselor support
- Support accreditation partnerships and approvals, which may include NCAA accreditation, WIOA partnerships, and work based learning
- Support schools in international educational opportunities such as international field studies, cross cultural opportunities and projects with schools in other countries
- Support schools in development and implementation of dual language immersion programs
- Support schools in the development and implementation of play-based learning

LEADERSHIP SUPPORT:

- Leadership coaching of the school and program directors with the focus on leadership roles and responsibilities, building of the professional culture, co-leadership and staff support, community relations, resource management, board relations, reflective supervision, site maintenance and other leadership elements
- Coaching for Leadership Residents to build capacity as a future School Director and support current role at school with best practices
- Training provided through participation in monthly Leadership Connections, School Director Collaborative, on-going leadership coaching, and reflective supervision which includes assisting site leaders in development
- Support School Directors with goals developed through reflective supervision with their school's governing board. At the end of the year, a recommendation will be prepared by iCA of the site leader's progress toward goals to assist the board in its review and evaluation of the program director

- Strategic support, coordination, and assistance to clients in long term planning to meet the changing needs of their school communities
- Coordination with School's consultants and legal counsel for leadership as needed

SCHOOL, COMMUNITY AND AUTHORIZER RELATIONS:

- Support development and maintenance of community relations which could include local and national politicians, local chambers of commerce, local business and community leaders, local and regional media outlets (i.e., "Eye of the Valley" weekly iLEAD radio show)
- Professional educational writing services to highlight and promote school programs, activities and achievements both internally via network platforms and intranet and externally via websites and outside professional periodicals
- Development and curation of relationships with the state and national charter organizations including but not limited to CSDC, CCSA, ACSA, NAPCS, etc.
- Development and maintenance of relationships with charter authorizing agencies, including communication and coordination of compliance, monitoring, and renewal
- Planning, hosting, and execution of the Annual iLEAD California All-Staff Retreat, including hospitality, team building, and annual school year launch

EMPLOYEE SERVICES:

COMPLIANCE

- Setup and maintenance of the employee files, facilitate establishment of policies and procedures to help ensure compliance with state and federal requirements
- Establish employment policies and procedures that align to state and federal compliance

EMPLOYEE RELATIONS

- When new positions are created and/or if a current position evolves, support with creating and maintaining job descriptions to reflect accurate duties
- Provide coaching on employee services matters
- Assistance with employee relations, reflective supervision, employee evaluation, process guidance and pre-mediation services to address employee grievances
- Coordination of new teacher induction process
- Compensation/pay analysis
- Monitoring and advising on the process with the compliance requirements of California educator licensing, credentialing, and enforcement of validity and renewal
- Employee survey creation, collection and analysis

ON/OFF BOARDING, LEAVES, AND WORKERS COMPENSATION

- Facilitate the hiring and onboarding. As applicable, verification and tracking of DOJ clearance, TB tests, as well as credential information
- Staff induction including onboarding, benefits enrollment (when applicable), and enrollment in appropriate platforms including email, communication platforms, LMS etc.
- Facilitate Off Boarding of employees of employment termination
- Develop employment agreements for in and out of state personnel
- Facilitate employee leaves and medical issues
- Facilitate workers compensation employee process

PAYROLL:

- Payroll setup, processing, payroll accounting, payroll reporting and payroll record maintenance as well as processing of the W2 and 1099 forms.
- Time accounting
- Payroll accounting and reporting

BENEFITS:

- Assistance and support in obtaining quotes, implementation, administration and processing of the employee benefits (health, dental, vision, life insurance, etc.) and retirement plans.
- Assistance in employee enrollment into employee benefit plans, and assist employees in benefit questions and issues.

TALENT ACQUISITION:

- Coordinate, organize and execute hiring events (such as Star Search and Leadership Café) on school campuses, at iCA space or virtually.
- Assistance and support in recruitment of the School's director and other leadership staff, including posting job descriptions, monitoring applications, applicant searches, vetting and presenting candidates to the School's governing board and/or school leadership.
- Assistance and support in recruitment of staff, posting job description, monitoring applications and vetting, and presenting candidates to the School's leadership

TECHNOLOGY FUNCTIONS:

- Development of network infrastructure and design. Voice Over Internet Phone solutions, purchase, and deployment. Serve as a point of contact with network and infrastructure vendors
- Maintain network security, maintenance, troubleshooting and infrastructure updates. Serve as point of contact with the school's internet service provider and equipment vendors, including web security software
- Assistance in the development of technology policies
- Implement and administer platforms and systems to include G-Suite email system, student information

system, learning management system, user account monitoring and platform setup and maintenance support

- Assistance in client technology systems integration, evaluation, and monitoring
- Provide technical support via ticket system, coordinating with site staff and local vendors or contractors for additional device and infrastructure support when needed
- Act as primary contact/ vendor relations for required platforms and systems. Coordinate with compliance on other recommended platforms and systems
- **Oversee employee and learner IT onboarding/offboarding processes**
- Provide on-going technical coaching and support to site techs, and assist with the reflective supervision process at the Director's discretion
- **Provide staff, learners and families with online testing technical support**
- **Assist sites with inventory management, including device updates, refresh schedule and procurement**
- **Serve as Category One ERate Coordinator, working closely with site and contracted ERate accounting Consultant**

BOARD SUPPORT:

- Support Board Member and School Staff Teams in relationship building, Governance processes required by CA Public Schools, and Board Meeting procedures
- Training for Board members about their role and effective board governance as well as assistance to Board on policy development based on requirements and best practices
- Training and support for Board members on IT Board Platforms used to govern
- Attendance at governing board meetings in person, over the phone or online in order to present vital school data to allow board members to make informed decisions
- Assistance to the governing board in timely preparation of required notices and board agenda pursuant to Ralph M. Brown Act as well as provision of the platform to publish board meeting agendas, record board meeting minutes and maintain board meeting archive
- **Publish, store, archive all documents related to Board Meetings and school documents**
- Support to file corporate statement of information and updates as needed
- Coordination with School's consultants and legal counsel for governing board as needed

ACCOUNTING AND FINANCIAL SERVICES:

- **Payroll Accounting.** Review payroll entries and post payroll to the general ledger. Review employee coding in compliance with funding requirements
- **Benefits Accounting.** Review benefits invoices and post journal entries. Review employee coding in compliance with funding requirements
- **Accounts Receivable and Payable.** Reviewing and processing invoices and payments, collections, deposits and transaction recording according to the generally accepted accounting practices and standards. Assist school staff in the process of verification of received goods and services. Provide

technical training and support to staff on compliant purchase and **procurement processes and procedures**

- **Annual Tax Reporting.** Prepare and submit accounts payable vendor' 1099s. Support the nonprofit corporation and the auditor in preparing Form 990 and California FTB Form 199 tax-exempt organization annual filing. Support with oversight of additional common annual corporate filings, as needed
- **General Ledger Maintenance and Reconciliation.** Setup and maintenance of organization's chart of accounts and general ledger. Prepare monthly bank reconciliation(s), journal entries and balance sheet reconciliation. **Provide technical training and support on accounting procedures and best practices for financial risk management and internal controls to support clean audits**
- **Internal Controls, Fiscal Policies.** **Provide technical training and support on accounting procedures and best practices for financial risk management services related to the review and implementation of the Client's policies, including training on internal controls.** Provide guidance and advice on fiscal compliance and best practices to school site staff
- **Budget Development and Forecasting.** Support in budgeting and forecasting through preparation and provision of the annual and monthly budgets, updated monthly budget forecasts, development of multi-year projections, development of cash flow projections and budget revisions, managing of cash flow and lines of credit, as applicable
- **Authorizer Financial Reporting.** Preparation and filing of the preliminary budget, first and second interim, estimated actuals, and unaudited actuals reports based upon governing board approval, as applicable and as mandated by authorizing agency
- **Federal and State Systems & Reporting.** Development and preparation of the additional financial reports required for federal, state and authorizing agency reporting, as applicable, such as LCAP, federal and state grant fund financial reports, as well as special education compliance and reporting. Develop systems and processes to assist schools in compliance with federal funds, as applicable, including systems for time accounting, tracking use of federal funds
- **Board Reporting.** Provide regular financial reporting to school's board
- **Audit Support.** Review auditor contract; preparation of financial documents for the auditors and assistance to the auditors to help ensure a smooth and timely audit process. Coordinate and support annual financial audit
- **Accounting Platform & Reporting System.** Set up and maintain core financial accounting platforms and additional components designated as necessary
- **Bonds, Loans, Special Projects Support.** Option Project Services fees to be determined at the time of project for additional financial projects, such as optional or one-time state or federal funds, bonds, loans, grants
- **Developing Financing, Capital, Credit.** Assistance and support to client as needed in obtaining additional financing in the form of a line of credit, working capital cash flow, and capital leases or long-term debt
- **Strategic Financial Planning Support.** Strategic support, coordination, and assistance to client in charter renewal, and cooperation in authorizing agency and program audits. Consult with client leadership regarding strategic planning, with a focus on the evaluation of financial resources, budget scenario development, and growth potential

COMPLIANCE AND REPORTING:

- Assistance with the development of the internal attendance recording procedures, quarterly attendance data analysis and provision of the attendance reports to the authorizing agency, as applicable
- Maintenance, preparation and filing of state reporting through the CALPADS system for Fall 1, Fall 2, and End of Year Reporting. In addition, preparation and filing of CBEDS reporting and Civil Rights Reporting
- Technical training and support with the Student Information System
- Support and guidance with the development of the School Accountability Report Card (SARC)
- Support and guidance with the development of the Local Control Accountability Plan (LCAP)
- Support WASC accreditation and renewal
- Support NCAA accreditation
- Support preparing all state and local required paperwork
- ATSI and Differentiated Assistance support
- Liaison between contracted service and school to ensure compliance with the National School Lunch Program(NSLP)
- Support with policies, procedures and protocols related to the learner health and assist with monitoring compliance of school health programs with federal, state and local laws, regulations and policies.
- Develop and prepare charter renewal petition and presentation in collaboration with school leadership

FACILITIES:

SAFETY COORDINATION AND SUPPORT

- Develop and assist in Comprehensive School Safety Plan compliance
- Support and monitor monthly, semester and quarterly drills and compliance checklists
- Provide document detailing utilities and contracted services for each site
- Set up appointments and oversee fire certifications and renewals

OPERATIONS AND MAINTENANCE

- Assistance and support in establishing procedures for school and/or administrative facility operations and uses of space, monitoring use of space, performing minor facility maintenance and repairs.
- Assistance with vendor search and contract negotiations for facility maintenance and repair, cleaning, logistics and transportation services for the school, as applicable.
- Establish and implement a process to vet contracted services in order to produce a list of reputable service provide

FACILITIES PLANNING

- Assistance with developing a long term plan for facility needs and tenant improvements
- Coordination of lease renewals, including necessary negotiations

COMMUNICATIONS, OUTREACH, AND PUBLIC RELATIONS:

BRANDING, DIGITAL AND WEB SERVICES

- Development and maintenance of Client's unique branding elements and provision of comprehensive network brand identity guidelines, supporting schools in maintaining their unique community identity while remaining consistent with the iLEAD California educational design, as articulated in the iDEAL tool.
- Design of digital, printed, and promotional materials to be used in regular communications and outreach efforts
- Design, provision and maintenance of basic template/standard Client website and social media platforms

COMMUNICATION AND OUTREACH

- Support with regular, ongoing Client communications with current and prospective learners and families. (i.e. create systems for regular communication and train Client's leadership and support staff on systems)
- Development of learner recruitment strategies
- Assistance in the development of short-term and long-term outreach plans, budgets and timelines
- Develop strategies for the placement of printed and promotional materials in local markets, as well as at the applicable local events
- Coordinate and produce regular internal school communications (Monday Message, school network and community communications) and provide support with internal family communications (ie. Parent Square)
- Assist School staff in organizing and hosting school tours, informational events for parents, planning and executing events with emphasis on local media coverage
- Assistance with the implementation of recommended regular social media campaigns

PUBLIC AND MEDIA RELATIONS

- Development of public relations campaigns
- Support with local media relations (press releases, media coordination, etc.)
- Training for school leaders on media and public relations and communication
- Coordination of and support with crisis communication messaging

SECRETARY'S CERTIFICATE

I, Annaliisa Wilson, Secretary of the Board of Directors of EG, a California nonprofit public benefit corporation, County of Los Angeles, California, hereby certify as follows:

The attached is a full, true, and correct copy of the resolutions duly adopted at a meeting of the Board of Directors of EG, which was held on the 12 day of December, 2022, at which meeting a quorum of the members of the Board of Directors was present; and at such meeting such resolutions were adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

WITNESS my hand this day of _____.

Secretary

Empower Generations Charter School

AMENDMENT TO AMENDED RESOURCE SHARING AGREEMENT

This Amendment to Amended Resource Sharing Agreement (“Amendment”) is entered into between iLEAD California Charters 1 (“iCA”), a California non-profit public benefit corporations, and iLEAD Agua Dulce (“iAD”). iLEAD Lancaster (“iL”); iLEAD Online Charter School (“iOCS”); Empower Generations (“EG”); and Santa Clarita Valley International (“SCVi”), which each are California non-profit public benefit corporations (collectively, the “iLEAD Schools”).

RECITALS

WHEREAS, iCA and the iLEAD Schools are parties to that Amended Resource Sharing Agreement dated July 1, 2021 (“Resource Sharing Agreement”).

WHEREAS, iCA and the iLEAD Schools wish to amend the first paragraph of Section 8 of the Resource Sharing Agreement to remove the automatic Term renewal provision of the Section.

AGREEMENT

1. The first paragraph of Section 8 of the Resource Sharing Agreement is revised to read as follows: The term of this Agreement commences on July 1, 2021 and continues through June 30, 2022, unless and until earlier terminated as set forth in subsection (a) or (b) herein and subject to any amendments pursuant to Section 9 herein.

2. Except as modified herein, all provisions and terms of the Resource Sharing Agreement shall remain in effect and binding on the Parties. This Addendum may be executed in duplicate originals, including facsimiles and .pdf/email, each of which shall fully bind the Parties.

**Santa Clarita Valley International, a
California nonprofit public benefit
corporation**

By: _____
Name: _____
Its: Board Secretary
Date: _____

**iLEAD California Charters 1, a California
nonprofit public benefit corporation**

By: _____
Name: _____
Its: Board Secretary
Date: _____

**iLEAD Agua Dulce, a California nonprofit
public benefit corporation**

By: _____

Name: _____

Its: Board Secretary

Date: _____

**iLEAD Lancaster, a California nonprofit
public benefit corporation**

By: _____

Name: _____

Its: Board Secretary

Date: _____

**iLEAD Online Charter School, a California
nonprofit public benefit corporation**

By: _____

Name: _____

Its: Board Secretary

Date: _____

**Empower Generations, a California nonprofit
public benefit corporation**

By: _____

Name: _____

Its: Board Secretary

Date: _____

INTELLECTUAL PROPERTY ASSIGNMENT AND GOVERNANCE AGREEMENT

This Intellectual Property Assignment and Governance Agreement (this "**IP Governance Agreement**") is effective as of December 1, 2022 (the "**Effective Date**") and is by and among iLEAD California Charters 1, a California non-profit corporation as described in Section 501(c)(3) of the IRS Code, also known as iLEAD California ("**iCA**"), on one hand, and Empower Generations ("**Empower Generations**"), iLEAD Agua Dulce ("**Agua Dulce**"), iLEAD Online Charter School ("**Online**"), iLEAD Lancaster ("**Lancaster**"), and Santa Clarita Valley International School ("**SCVi**"), all California non-profit public benefit corporations as described in Section 501(c)(3) of the IRS Code operating California public charter schools (each a "**School**" and collectively, the "**Schools**"), on the other hand.

RECITALS

WHEREAS, iCA and Maker Learning Network, a California non-profit corporation as described in Section 501(c)(3) of the IRS Code and formerly iLEAD Schools Development ("**MLN**") are parties to that Intellectual Property Agreement, dated November 30, 2022 ("**IP Agreement**"), pursuant to which MLN assigned and licensed certain intellectual property to iCA;

WHEREAS, the Schools, on one hand, and MLN, on the other hand, are parties to that Termination Agreement, dated November 30, 2022 ("**Termination Agreement**");

WHEREAS, in consideration for the payments made under the Termination Agreement, iCA desires to assign to the Schools all rights, title, and interest in and to certain intellectual property, and the Schools desire to obtain from iCA all rights, title, and interest in and to such intellectual property pursuant to the terms and conditions of this IP Governance Agreement;

WHEREAS, in consideration for the payments made under the Termination Agreement, iCA desires to grant to the Schools and the Schools desire to obtain from iCA a non-exclusive license to certain intellectual property pursuant to the terms and conditions of this IP Governance Agreement; and

WHEREAS, the Schools desire to set up a certain committee to oversee the management, maintenance, and use of certain shared intellectual property.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

1. Assignment

- a. Subject to the terms of this IP Governance Agreement, iCA hereby irrevocably conveys, transfers, and assigns all of its right, title, and interest in and to the following ("**Assigned IP**"):
 - i. to Empower Generation, the intellectual property listed in Schedule 1;
 - ii. to Agua Dulce, the intellectual property listed in Schedule 2;
 - iii. to Online, the intellectual property listed in Schedule 3;
 - iv. to Lancaster, to the intellectual property listed in Schedule 4; and
 - v. to SCVi, the intellectual property listed in Schedule 5.

For clarity, the foregoing assignment includes all of iCA's (1) intellectual property or proprietary rights of any kind whatsoever accruing under any of the Assigned IP provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and (2) rights in any and all claims and causes of action with respect to any of the Assigned IP, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

- b. With respect to any trademarks included in the Assigned IP, whether registered or unregistered, iCA hereby assigns to the applicable assignee identified above in subpart (a) all related content, programs, websites, and social media accounts, together with any goodwill connected with the use of, and symbolized by, such trademarks.
- c. With respect to any domain names included in the Assigned IP, iCA hereby assigns to the applicable assignee identified above in subpart (a) any artwork, media files, information, and content hosted or made available on the applicable websites.
- d. For clarity, all right, title and interest in and to the intellectual property listed in Schedule 7 will remain with iCA.

2. License

Subject to the terms and conditions of this IP Governance Agreement, including Section 6(b)(iii), iCA hereby grants to each of the Schools a non-exclusive, royalty-free, sublicensable license to reproduce, prepare derivative works of, distribute, display publicly, and use the intellectual property set forth in Schedule 6 ("**Shared IP**").

3. Transfer

- a. iCA will promptly:
 - i. complete and submit to the United States Patent and Trademark Office ("**USPTO**") and the registrar for each of the domain names included in the Assigned IP, as applicable, any and all instructions and documentation necessary to transfer ownership of the registered trademark and domain names to the applicable School;
 - ii. transfer all USPTO prosecution history and files, including all attorney work-product related to trademark "EMPOWER GENERATION" (Registration Number 6173686) to Empower Generation; and
 - iii. grant the Schools complete and full access to all websites, social media accounts, and other digital assets included in the Assigned IP, including by providing the Schools with the relevant GoDaddy and other registrar account names and passwords.

4. Waiver of Moral Rights

As against any School, iCA hereby irrevocably waives (and to the fullest extent permitted by law, causes all employees and contractors to waive) all of its rights under all laws now existing or hereafter permitted, with respect to any and all purposes for which the Assigned IP and Shared IP and any derivative works thereof may be used, including without limitation: (a) all rights under the United States Copyright

Act, or any other country's copyright law, including but not limited to, any rights provided in 17 U.S.C. §§ 106 and 106A; and (b) any rights of attribution and integrity or any other "moral rights of authors" existing under applicable law.

5. Further Assurances

Following the Effective Date, upon a School's request, iCA will, at such School's expense, take such steps and actions, and provide such cooperation and assistance to such School, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to the applicable School.

6. Governance

- a. **Members.** The Board of Directors of each party will appoint two members ("**SC Members**") to form the Steering Committee ("**SC**"). Each party will identify the SC Members to the other parties in writing as soon as reasonably practicable following the Effective Date. A party may replace any of its SC Members as needed. Any replacement will be upon notice to the other parties.
- b. **Responsibilities.** The SC will be responsible for:
 - i. Nominating and voting for a chair of the SC ("**Chair**") who will govern on a two-year period;
 - ii. Making decisions regarding the Shared IP, including improving and making derivative works of, maintaining, licensing, and selling the Shared IP;
 - iii. Making decisions regarding the "iLEAD" network ("**Network**"), including deciding what iCA and Schools must do or not do to be considered a part of the Network and voting to remove a School or iCA from the Network. Once a party is voted to be removed from the Network ("**Former Member**"), which may occur only on the vote of , the Former Member may only reproduce, prepare derivative works of, distribute, perform publicly, display publicly, and use the Shared IP as they exist as of the day that the Former Member is removed from the Network; provided that, this provision does not grant any Former Member any rights to use the "iLEAD" trademark;
 - iv. Setting a budget ("**SC Budget**") to be used solely to perform the obligations set forth in Section 3(b) and this Section 6, which will be: (1) at least \$15,000 USD per year; (2) paid for by each party proportional to [the number of students enrolled at the school operated by such party]; and (3) managed by iCA unless otherwise set forth by the SC. Any budget that is not used in the applicable one-year period will be rolled over to the following year; and
 - v. Resolve any disputes amongst the parties.
- c. **Meeting.** The SC will meet at least once a year in person or virtual, during which the majority of the SC must be present with at least five of the parties to this IP Governance Agreement represented ("**Quorum**"). The Chair will be responsible for setting up such meeting, providing at least 30 days prior notice to the SC, and rescheduling if the Quorum is not met. Any SC Member may request a meeting by providing written request to each other SC Member, but there must be a Quorum for such meeting to be held.
- d. **Voting.** Each SC Member will get a vote, which may be cast through proxy voting. All decisions made by the SC must be made by at least two-thirds vote.

7. Extending Benefits under IP Agreement

iCA will use best efforts to extend to the Schools the benefits of any representations, warranties and indemnities for the Assigned IP or Shared IP that MLN has provided under the IP Agreement.

8. Limitation of Liability

NO PARTY WILL BE LIABLE TO ANOTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT OR TORT AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. General

- a. **Governing Law.** This IP Governance Agreement will be governed by and construed under the laws of the State of California without regard to the conflict of laws principles thereof.
- b. **Entire Agreement.** This IP Governance Agreement and Termination Agreement constitute the entire agreement among the parties with respect to its subject matter, and supersede all other prior representations, understandings, and agreements, whether written or oral, with respect to such subject matter. Any modification or amendment to this IP Governance Agreement will be effective only if in a written agreement signed by all parties.
- c. **Severability.** In the event any provision of this IP Governance Agreement is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of this IP Governance Agreement (and each of the remaining terms and conditions contained herein) will remain in full force and effect.
- d. **Construction.** This IP Governance Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this IP Governance Agreement will be deemed to be the product of all of the parties hereto, and no ambiguity will be construed in favor of or against any one of the parties hereto.
- e. **Bankruptcy.** All rights and licenses granted by one party to any other party under this IP Governance Agreement are and will be deemed to be rights and licenses to “intellectual property” as such term is used in and interpreted under, Section 365(n) of the United States Bankruptcy Code.
- f. **Notices.** Any notice given under this IP Governance Agreement will be given in writing and in the English language. All notices given under this IP Governance Agreement can be made: (i) to the email address set forth below, which will be deemed to have been given on the date of transmission; (ii) by overnight courier, which will have been deemed to be given one business day after they are sent; or (iii) registered or certified mail, which will have been deemed to be given three business days after they are sent.

Notice to iCA. legal@ileadcalifornia.org

Notice to Empower Generation. info@empowergenerations.org

Notice to Agua Dulce. info@ileadaguadulce.org

Notice to Online. info@ileadonline.org

Notice to Lancaster. info@ileadlancaster.org

Notice to SCVi. info@scvi.org

Assignment. This IP Governance Agreement may not be assigned in whole or in part by any party without the prior written consent of all other parties, except that each party may assign its rights or delegate its obligations without consent to an entity that acquires by merger, reorganization, acquisition, sale, or otherwise all or substantially all of the business or assets of that party to which this IP Governance Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise. Any assignment or transfer in violation of this Section 9(g) will be void. Subject to the foregoing, this IP Governance Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and permitted assigns.

- g. **Specific Performance.** Each party understands and agrees that monetary damages would not adequately compensate each other party for the breach of this IP Governance Agreement by a party, that this IP Governance Agreement will be specifically enforceable, and that any breach or threatened breach of this IP Governance Agreement will be the proper subject of a temporary or permanent injunction or restraining order without the request to prove damages or post bond. Further, each party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach.
- h. **Construction.** The section headings used in this IP Governance Agreement are intended to be for reference purposes only and will not enter into the interpretation or construction of this IP Governance Agreement or be construed to modify or restrict any of the terms or provisions of this IP Governance Agreement. Unless the context otherwise requires, words importing the singular include the plural and vice-versa, and words importing gender include both genders. This IP Governance Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. As used in the IP Governance Agreement, the terms “include” and “including” are non-exhaustive and will be deemed to mean “include without limitation” and “including without limitation.”
- i. **Execution; Counterparts.** This IP Governance Agreement may be signed in multiple counterparts, all of which taken together will constitute one single agreement between the parties hereto. Electronic signatures will be binding for all purposes.

[Signature page follows]

The parties have executed this IP Governance Agreement as of the date first set forth above.

iCA:

By: _____
Name: _____
Title: _____
Address: _____

Empower Generations:

By: _____
Name: _____
Title: _____
Address: _____

Agua Dulce:

By: _____
Name: _____
Title: _____
Address: _____

Online:

By: _____
Name: _____
Title: _____
Address: _____

Lancaster:

By: _____
Name: _____
Title: _____
Address: _____

SCVi:


By: _____
Name: _____
Title: _____
Address: _____

Schedule 1 – Empower Generation IP

Trademark

- Empower Generations
- Meraki Mind

Trademark Registration

Trademark	Filed Mark	Serial # and Filing Date	Registration # and Date
EMPOWER GENERATIONS		88834192 03/13/2020	6173686 10/13/2020

Domain Names

- empowergen.org
- empowergenerations.org
- merakimind.org

Educational Software Models

Meraki Mind (a competency-based educational platform embedded into the MerakiMind.org website including the name, rubrics, contents, and programming).

Schedule 2 – Agua Dulce IP

Trademark

- iLEAD Agua Dulce

Domain Names

- ileadaguadulce.com
- ileadaguadulce.org
- ileadthroughplay.com
- ileadthroughplay.org

Schedule 3 – Online IP

Trademark

- iLEAD Online

Domain Names

- ileadonline.org
- ileadschoolsonline.org

Schedule 4 – Lancaster IP

Trademark

- iLEAD Lancaster

Domain Names

- ilead-k12.com
- ilead-k12.org
- ileadlancaster.com
- ileadlancaster.org
- reviewlancaster.com

Schedule 5 – SCVi IP

Trademarks

- Santa Clarita Valley International
- iLEAD Santa Clarita Valley

Domain Names






- ileadcastaic.org
- ileadsantaclarita.com
- ileadsantaclarita.org
- ileadscv.com
- ileadscv.org
- santaclaritacharterschool.com
- scvi-k12.com
- scvi-k12.org
- scvi.biz
- scvievents.com
- scvifacility.com
- scviprogram.org
- scvireviews.com
- scvisantaclarita.com
- scvisantaclarita.org
- scvitech.com
- scvcharterschool.com
- scvcharterschool.org
- scvicharterschool.com
- scvicharterschool.org

Schedule 6 – Shared IP

Trademarks

- iLEAD
- iLEAD Schools
- iLEAD Exploration
- iLEAD Antelope Valley
- iLEAD Exploration
- iLEAD Student AeroSpace Projects
- Dream Up to Space

Trademark Applications and Registrations

Trademark	Filed Mark	Serial # and Filing Date	Registration # and Date
iLEAD		86519421 01/30/2015	4858060 11/24/2015
FREE TO THINK. INSPIRED TO LEAD. ILEADSCHOOLS.ORG SERVING GRADES K-12 (Orange Circle) (With Color claims, including red-orange circular ring)		86519453 01/30/2015	4858061 11/24/2015
FREE TO THINK. INSPIRED TO LEAD. ILEADSCHOOLS.ORG SERVING GRADES K-12 iLEAD (Blue Circle) (With Color claims, including blue circular ring)		88902088 05/05/2020	
iLEAD Exploration		88806467 02/21/2020	
iLEAD Student AeroSpace Projects		88806531 02/21/2020	

Domain Names

- ilead.education
- ileadacton.com
- ileadacton.org

- ileadaerospace.com
- ileadaerospace.org
- ileadaerospaceacademy.com
- ileadaerospaceacademy.org
- ileadboardretreat.org
- ileadcampmake.org
- ileadcommons.org
- ileadcompass.com
- ileadcompass.org
- ileadeducation.com
- ileadeducation.org
- ileadencino.com
- ileadencino.org
- ileadhomestudy.com
- ileadhomestudy.org
- ileadinnovationstudios.org
- ileadnoho.com
- ileadnoho.org
- ileadnorthhollywood.org
- ileadontrack.com
- ileadontrack.org
- ileadpacoima.com
- ileadpacoima.org
- ileadretreat.com
- ileadretreat.org
- ileadsanfernando.com
- ileadsanfernando.org
- ileadschool.org
- ileadschools.com
- ileadschools.org
- ileadschoolsontrack.org
- ileadsfv.org
- ileadsimivalley.com
- ileadsimivalley.org
- ileadspirit.com
- ileadspirit.org
- ileadstaffretreat.org
- ileadstore.org
- ileadstudentsupport.org
- ileadsupport.org
- ileadsynergy.com
- ileadsynergy.org
- ileadteams.org
- ileadtech.org
- ilead.dev
- ileadclevelandeast.org
- ileadclevelandnorth.org
- ileadclevelandsouth.org

- ileadclevelandwest.org
- ileadcolumbus.com
- ileadcolumbus.org
- ileaddigest.com
- ileaddigest.org
- ileaddownriver.com
- ileaddownriver.org
- ileadersdigest.org
- ileadflorence.com
- ileadflorence.org
- ileadfoundation.com
- ileadfoundation.org
- ileadgivingtuesday.org
- ileadharambee.com
- ileadharambee.org
- ileadhillsboro.com
- ileadhillsboro.org
- ileadindiana.com
- ileadindiana.org
- ileadmichigan.com
- ileadmichigan.org
- ileadohio.org
- ileadoutreach.org
- ileadpasco.com
- ileadpasco.org
- ileadreviews.com
- ileadserver.com
- ileadserver.net
- ileadserver.org
- ileadsouthbend.com
- ileadsouthbend.org
- ileadspace.com
- ileadspace.org
- ileadspokane.org
- ileadwayne.com
- ileadwayne.org
- ileadwayneacademy.com
- ileadwayneacademy.org
- ileadzanesville.com
- ileadzanesville.org
- ileadboost.com
- ileadboost.org
- ileadcharterschool.org
- ileadcincinnati.com
- ileadcincinnati.org
- ileadnexusindy.org

Software

- Application programming interface (API) that integrates with Educational Funds Tracking Portal

Educational Models

- “Free to Think, Inspired to Lead”
- iLEAD Academic and SEL Reports of Progress
- iLEAD Board Retreat
- iLEAD Facility Design Documentation
- iLEAD Ed Talks
- iLEAD Education
- iLEAD Individual Learning Plan Process
- iLEAD iDEAL
- iLEAD Leadership Café
- iLEAD Star Search
- iLEAD Educational Model Learning Spaces
- iLEAD Related Vimeo Content
- iLEAD Learning Engine
- iLEAD New Director Onboarding
- iLEAD Parent University
- iLEAD Presentation of Learning Process
- iLEAD Showcase of Learning Process
- iLEAD Tuesdays with TED
- iLEAD Charter Petition Language, solely as they exist as of the Effective Date
- Online Courses, solely as they exist as of Effective Date
- iLEAD Project Design Guide
- iLEAD Welcome Boxes iLEAD
- Whybrary (and terms included)
- Whysayer, solely as they exist as of the Effective Date
- iSAP Website
- Dream Up to Space
- Free to Think. Inspired to Lead.

Schedule 7 – iCA IP

Trademarks

- iLEAD Hybrid
- iLEAD California Charter
- iLEAD California Charter 1

Domain Names

- ileadhybrid.org
- ileadexploration.org
- ileadantelopevalley.org
- ileadav.org