



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	Thursday, March 9, 2023
Start Time	4:00 PM
End Time	5:30 PM
Location	Address: 44236 10th Street West, Suite 105, Lancaster, CA 93534
Purpose	Address: 12830 Columbia Way, Downey, CA 90242 Education Center West - ECW 362 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: 3/9/2023

1.5. Approve Minutes

Due date: 3/9/2023

Documents

- Minutes-2023-02-09-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: 3/9/2023

Documents

- 3.09.23_EG_PersonnelReport.pdf

4.2. Check Register

Due date: 3/9/2023

Documents

- EG Payment Register 20230301.pdf

5. Discussion and Reports

5.1. School Director Report

Documents

- EG Site Director Report 3_3_2023-1.pdf

5.2. Board Finance Committee Report

5.3. Annual Form 700

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

Documents

- Annual Form 700 Electronic File Support Document (1).pdf

5.4. A-G Grant-Hearing

Hold Public Hearing for the public to learn about and comment on the A - G Grant opportunity.

Documents

- Empower Generations A-G Grant (1).pdf

5.5. Construction Budget Update

Give update on construction progress and budget.

5.6. Marketing Plan

Discuss school marketing plan.

6. Action Items

6.1. Brown Act Meeting Guidelines

Discuss Meeting Locations, Teleconferencing, and Public Comments as it relates to the Brown Act being reinstated.

Due date: 3/9/2023

6.2. 2023-2024 Holiday Policy

Discuss and take action regarding the Holiday Policy.

Due date: 3/9/2023

Documents

- Empower Generations Holiday Policy 23-24.pdf

6.3. Revised IP Governance Agreement

Discuss and take action regarding section 2 Licensing to add "revocable".

Due date: 3/9/2023

Documents

- Redline #2 - iCA - Schools - IP Assignment and Governance Agreement (PC) (3) (1).pdf

6.4. Meraki Mind Agreement

Discuss and take action regarding the Meraki Mind agreement.

Due date: 3/9/2023

Documents

- Empower Generations - Malaka Donovan -- MerakiMind Agreement CLEAN (4859-9145-8376.v3) (1).pdf

6.5. 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: 3/9/2023

7. Board Comments

7.1. Board Comments

8. Closing Items

8.1. Graduation Date

June 13th, 2023 at 5:30 p.m.

8.2. Board Member Celebration and Training

iLEAD CA has planned a Board Member Celebration and training on Thursday April 27 at 5:00. Invitations and Details to come.

8.3. Next Meeting Date

April 6, 2023

8.4. 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

Date	Thursday, February 9, 2023
Started	4:04 PM
Ended	5:33 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	Michelle Fluke
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.

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

Due date:

Status: Completed

1.5. Approve Minutes

Motion: Marcia

Seconded: Annaliisa

Unanimously Passed

Due date:

Status: Completed

Documents

- Minutes-2022-12-12-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: Marcia

Seconded: Annaliisa

Unanimously Passed

Due date:

Status: Completed

Documents

- 02.09.23_EG_PersonnelReport.pdf
-

4.2. Check Register

Motion: Marcia

Seconded: Annaliisa

Unanimously Passed

Due date:

Status: Completed

Documents

- EG Payment Register_20230201.pdf

4.3. Revised 2020 Form 990

Review updated 2020 Form 990 submitted by the auditor as you were informed was needed during the audit report given by the audit team.

Motion: Marcia

Seconded: Annaliisa

Unanimously Passed

Due date:

Status: Completed

Documents

- Empower Generations_Amended Return DRAFT.pdf

4.4. Lease Amendment

Motion: Marcia

Seconded: Annaliisa

Unanimously Passed

Due date:

Status: Completed

Documents

- doc00680920230202135226 (1).pdf

5. Discussion and Reports

5.1. School Director Report

Malaka Donovan presented the School Director's Report.

Status: Completed

Documents

- EG Site Director Report 2_3_2023.pdf

5.2. ADP Time Off Requests and Bill.com Reimbursement Process

Discuss process regarding School Director time off requests and reimbursements.

Kim Lytle, iCA Support Provider, presented ADP Time off Requests and Bill.com Reimbursement Process, and answered questions of the Board.

Status: Completed

5.3. Brown Act Meeting Requirements

Discuss New Brown Act Requiements

Kim Lytle, iCA Support Provider, presented the Brown Act Meeting Requirements.

Status: Completed

Documents

- EG - AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements (9).pdf
- New Brown Act Changes - January 2023.pdf

5.4. Construction Budget Update

Give update on construction progress and budget.

Malaka Donovan gave Construction Budget Update and answered questions of the Board.

Status: Completed

Documents

- EG Construction Budget - TI Construction Budget Tracker.pdf

6. Action Items

6.1. School Accountability Report Card

Discuss and take action regarding 2021 - 2022 School Accountability Report Card outlining the required school information for public review. This document was posted to the website as required by February 1.

Allison Bravo, iCA Support Provider, presented the School Accountability Report Card.

Motion: Marcia

Seconded: Hannah-Marie

Unanimously Passed

Due date:

Status: Completed

Documents

- Empower Generations 21-22 SARC.pdf

6.2. 2023-2024 School Calendar

Discuss and take action regarding the 2023-2024 School Calendar.

Cassandra Coleman, iCA Support Provider, presented the 2023-2024 School Calendar.

Motion: Marcia

Seconded: Annaliisa

Unanimously Passed

Due date:

Status: Completed

Documents

- 2023-24 DRAFT Empower Generations Calendar Track A IS v2301271000.pdf

6.3. Nepotism Policy

Discuss and take action regarding the Nepotism Policy.

Natasha Baugh, iCA Support Provider, presented the Nepotism Policy.

Motion: Marcia

Seconded: Annaliisa

Unanimously Passed

Due date:

Status: Completed

Documents

- Empower Generations Anti-Nepotism Policy 2023.pdf
-

6.4. Revised Employee Guidebooks

Discuss and take action regarding the revised Employee Guidebook updated according to legal requirements and procedures.

Natasha Baugh, iCA Support Provider, presented the Revised Employee Guidebooks.

Motion: Hannah-Marie

Seconded: Annaliisa

Unanimously Passed

Due date:

Status: Completed

Documents

- Empower Generations _ Employee Guidebook (Updated Jan. 2023).pdf
-

6.5. Board Member Terms

Discuss and take action to extend Marcia Reily's term for an additional 3 years.

Board members voted to extend Marcia Reily's term for an additional 3 years.

Motion: Annaliisa

Seconded: Hannah-Marie

Unanimously Passed

Due date:

Status: Completed

6.6. First Interim Report

Request ratification of the First Interim Report related to the school budget July 2022 through October 2022 which was required and submitted to your authorizer in December 2022.

Keith Gallion, iCA Support Provider, gave First Interim report, discussion took place.

The Board discussed creating a Board Finance Committee to meet regularly with Malaka and iCA staff to continue to monitor the budget. Marcia and Michelle will be on this Board Committee.

Motion: Marcia

Seconded: Hannah-Marie

Unanimously Passed

Due date:

Status: Completed

Documents

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

6.7. 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.

Discussion took place regarding the Stipend for School Director- Construction Project Manager. Tabled.

Due date:

Status: Completed

6.8. Meraki Mind Agreement

Discuss and take action regarding the Meraki Mind agreement.

Discussion took place regarding the Meraki Mind Agreement. Tabled.

Due date:

Status: Completed

Documents

- Empower Generations - Malaka Donovan -- MerakiMind Agreement CLEAN (4859-9145-8376.v3).pdf

7. Board Comments

7.1. Board Comments

Marcia loved the Curriculum Moment.

Status: Completed

8. Closing Items

8.1. Next Meeting Date

March 9, 2023

March 9th, 2023

Status: Completed

8.2. Adjournment

Meeting Adjourned at 5:33 p.m.

Status: Completed

EMPLOYMENT – NEW HIRES

N/A

RESIGNATIONS/TERMINATIONS

Ramirez, Jennifer	EPIC	02.01.23
Thorogood, Antwan	Care Team	02.02.23
Zamudio, Jonathan	1:1	02.20.23

STATUS CHANGE

N/A

Company name: Empower Generations
Report name: Check Register
Report title 2: Mission Valley Bank
Footer Text: 02/02/2023-03/01/2023
Created on: 3/2/23
Location: 115--Empower Generations

Date	Vendor	Document no.	Amount
2/3/23	AFLA000--AFLAC		365.00
2/3/23	THEA008--The Abbey Company		10,522.09
2/3/23	TMOB001--T-Mobile 8994		65.24
2/3/23	CLIF000--Clifton Larson Allen LLP		1,575.00
2/3/23	FIDE000--Fidelity Security Life Insurance Compan		46.74
2/3/23	MAYF000--Mayfair Concrete Restoration, Inc		7,560.00
2/7/23	SCHO009--School Pathways LLC		57.86
2/7/23	EDI115B--Southern California Edison 9022.		420.56
2/7/23	AMAZ100--Amazon Capital Services (iCA)		149.95
2/17/23	EMP2315		900.34
2/22/23	LEGA003--Legal Shield		60.80
2/22/23	Donovan, Malaka		620.35
2/22/23	ANTE012--Antelope Valley Partners for Health		1,265.00
2/22/23	AMAZ100--Amazon Capital Services (iCA)		282.63
2/22/23	ARTH000--First Insurance Funding		582.78
2/22/23	LAWO000--Law Offices of Young, Minney & Corr,		183.00
2/22/23	WEXH000--WEX Health Inc.		13.60
2/22/23	KJIP000--KJI Plumbing Inc		1,750.00
2/22/23	iLEA010--iLEAD Online Charter		185.00
2/27/23	JIVE000--Jive Communications, Inc.		178.21
2/27/23	FRES001--Fresh Start Healthy Meals, Inc.		811.10
2/27/23	AXES000--Axes Fire Protection Inc.		260.25
2/27/23	SCHO009--School Pathways LLC		682.50
			28,538.00

Company name: Empower Generations
Report name: Check Register
Report title 2: Mission Valley Bank
Footer Text: 02/02/2023-03/01/2023

GL Account #	GL Account Description	Total
3401	Health & Welfare Benefits - Credentialed positions	74.50
3402	Health & Welfare Benefits - Classified positions	398.04
4120	Core Curriculum - Software & Programs	185.00
4340	Office Supplies	149.95
4345	Printing & Reproduction Supplies	74.27
4355	Facilities Supplies	282.63
4710	Vended Food Service	811.10
5240	Professional Development - Meetings & Collaborations	228.29
5410	Liability Insurance	573.82
5510	Utilities - Electricity	420.56
5610	Rent - Facilities Rent and CAM Charges	11,787.09
5630	Repairs & Maintenance - Facilities	9,777.27
5804	Professional Services - Auditing & Tax Preparation	1,575.00
5808	Professional Services - Legal Fees	183.00
5826	Operating Expenditures - Interest	8.96
5827	Operating Expenditures - Other Benefit Fees	13.60
5829	Operating Expenditures - Events	110.77
5850	Student Services Expenditures - Student Information System	740.36
5910	Telephone & Fax	178.21
5920	Internet Services	65.24
9311	Payroll (Manual Checks)	900.34
Grand Total		\$ 28,538.00

Empower Generations
Innovation Studios
School/Studio Director's Report - Malaka Donovan
March 3, 2023

Curriculum and Instruction

Title: Freedom Riders

Competencies: Understanding Ethical Issues

DQ: How can my understanding of the Civil Rights movement help me make connections to injustices today?

Description: Learners explored the different protests during the Civil Rights Movement. This learner learned about the Freedom Riders movement in order to share this information with her peers. They explored the 5 W's (who, what, when, where, why, and how). CHECK OUT THE QR CODE FOR A SIMULATED BUS ROUTE DURING THAT TIME!

Freedom Riders

Freedom Riders were people who supported the cause and joined in on the protest fighting against segregated buses.

CORE
Congress of Racial Equality

James Farmer was the organizer for the Freedom Riders. CORE's James Farmer leader was involved in organizing the Freedom Riders protest. The news eventually spread about the Freedom Riders as some people participated and others who were against the idea so they acted out by causing violence to the freedom riders.

What caused CORE to organize the Freedom Riders? In 1944 there was a court case *Morgan v. Virginia* where the Supreme Court ruled against Jim Crow segregation on public transportation. James Farmer wanted to challenge the segregation on buses in the south to see if they'd follow the new laws from *Boynton v. Virginia* which was when the Supreme Court banned segregation from all public transportation.

During their trip across the south, it started to get violent. People who were pro-segregationist (KKK, people who still wanted separation) knew the route the Freedom Riders were taking so they knew when to attack. The Freedom Riders faced many violent situations. They've been beaten, arrested, buses firebombed, tires slashed, and even encountered angry mobs. When police did get involved they chose to look the other way. The violence got so bad that Montgomery, Alabama had to come out to protect the Freedom Riders.

Once things got to that level of violence they pretty much had to stop doing what they were doing because it was getting out of hand and no other bus drivers wanted to help the Freedom Riders complete their route so they stopped for a while. A while after that a new group of freedom riders were able to finish the route.

The Freedom Riders brought attention to segregated buses by desegregating public transportation. In that time period, I'd imagine that people would be making a deal out of it because it's not hard to, and when they saw a group of people the freedom riders doing that they'd definitely get attention from that. They also got attention from the violence they received. National Guard was sent to Montgomery, Alabama All that has brought a huge amount of attention to the issue so this made it easier for segregation to be outlawed.

Atsaryi Darnell Roberts Kennedy

Freedom Riders Route

SCAN ME

Washington DC, Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas, Oklahoma, Kansas, Nebraska, Iowa, Missouri, Arkansas, Kentucky, Tennessee, West Virginia, Maryland, Delaware, Pennsylvania, New Jersey, New York, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, Maine, New Brunswick, Nova Scotia, Prince Edward Island, New Brunswick, Nova Scotia, Prince Edward Island, New Brunswick, Nova Scotia, Prince Edward Island.

1961 May 4th to November 1st all throughout the south from Washington DC to Mississippi.

- May 4th-10th when the riders crossed into Greensboro that's when the riders started to get arrested for violating segregation
- May 11th-13th in south Carolina riders got jumped
- May 13th-15th they met Martin Luther King hoping that they'd join them on their journey but instead he warned them to stop because they'd never make it to Alabama
- Once they hit Alabama that's when the firebombs and heavy violence began
- Due to the severe violence, there were no bus drivers willing to help complete the route so the riders had to evacuate to New Orleans. Eventually, 11 riders went back to Alabama to finish the route
- In Montgomery, Alabama national guard was called to help stop the violence
- Their evacuation was in New Orleans.

Use QR Code for more information/Better Map

Title: Plant the Moon - GUIDE WROTE A GRANT AND RECEIVED THE MATERIALS FOR FREE
Competencies: Scientific Experimentation /Mathematical Reasoning and Analysis

DQ: How can I maximize my moon harvest while minimizing my resources brought from Earth?

Description: From Earth We Go!

Empower Generation's STEAM class is participating in a global science and research challenge focused on supporting NASA's Artemis mission as they plan their return to the Moon.

One of the main challenges of long-term space travel is the ability to feed your crew. That's where Plant the Moon comes in. Learners from around the world are running experiments to find the best way to grow crops on the moon.

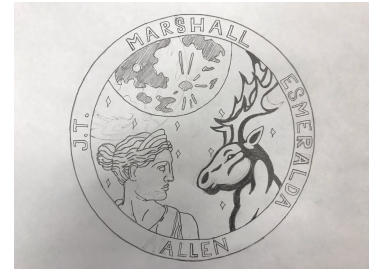
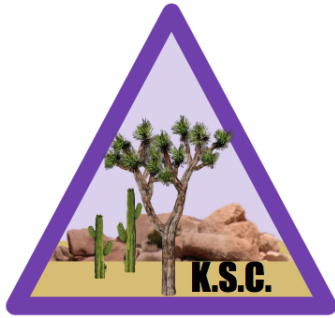
Empower's learners are using the driving question: "How can I maximize my moon harvest while minimizing the supplies from Earth" to spearhead their project. In this interdisciplinary workshop, learners are designing and conducting their own experiments using a regolith simulant. Along the way, they are building key math and science skills through the competencies of "Data Interpretation the Design Process" and "Scientific Experimentation." Four representative teams will communicate their results at a virtual conference as part of our authentic presentations of learning.

Check out our learners' progress via their Flip videos!

- [Set Up](#)

- [Logos](#)





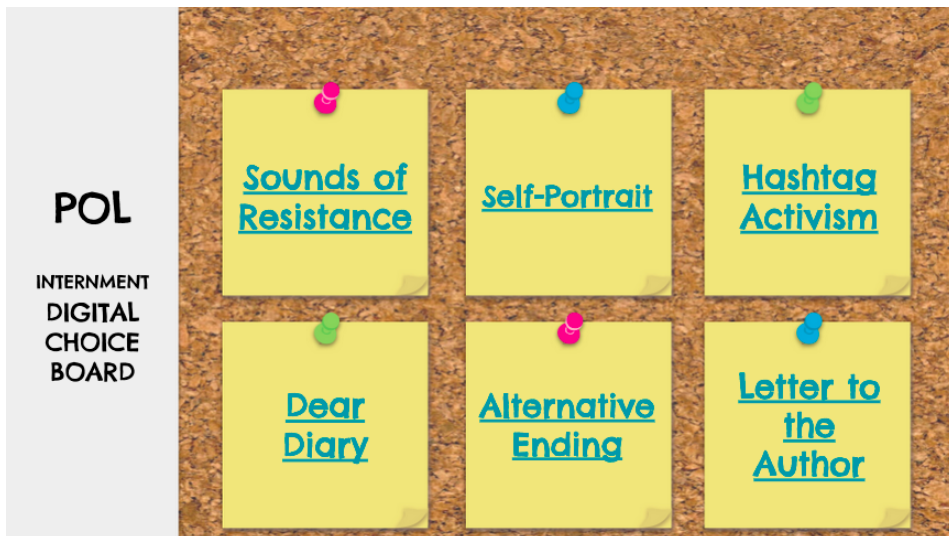
Title: "Internment" - A Novel Study - Part 2

Driving Question: How can we affect change through resistance?

Competency: Literary Analysis & Understanding Ethical Issues

Brief Description: Learners demonstrated an increased level of understanding of the novel. It demonstrated strong comprehension of the text.

Learners are still working on their POL project choices and are excited about their options.



Professional Learning/Facilitator Support

During our Data Protocol, together as a staff, we examined Winter MAP test results identifying learners who need support for ELA and Math. Also looked a bit at how we can best prepare learners for CAASPP.

Staff

- ELLEvation training to EL support resources
- iLEAD Arts Planning Committee to collaborate and align best practices
- WASC Visiting Committee

Enrollment

Goal Enrollment – 100 learners by April

Current Enrollment - 82 learners

Sent an 8th flier to both iLEAD Lancaster and iLEAD Av for our High School Information Nights

- April 20th
- May 24th

Rosiey went to iLEAD AV to inform the 8th grade learners about our program

We are attending iLEAD Lancaster 8th information evening event to speak with 8th grade families about our program

Other

Learner Ambassadors Program - 10 learners signed up and they presented to learners their why

Schoolytics - data platform connected to Google Classroom

Send progress reports home to families Friday before our Learning Period ends to help increase work completion for attendance.



Connects with your classroom

No lengthy setup required, automatically connect with your classroom.

Data dashboards, simplified

Intuitive data dashboards to help you understand which students need support and where.

Student engagement tools

Time saving tools to help you engage students with high fives or missing homework reminders.

Student Work Load



Period

Last 90 days

Start

12/3/2022

End

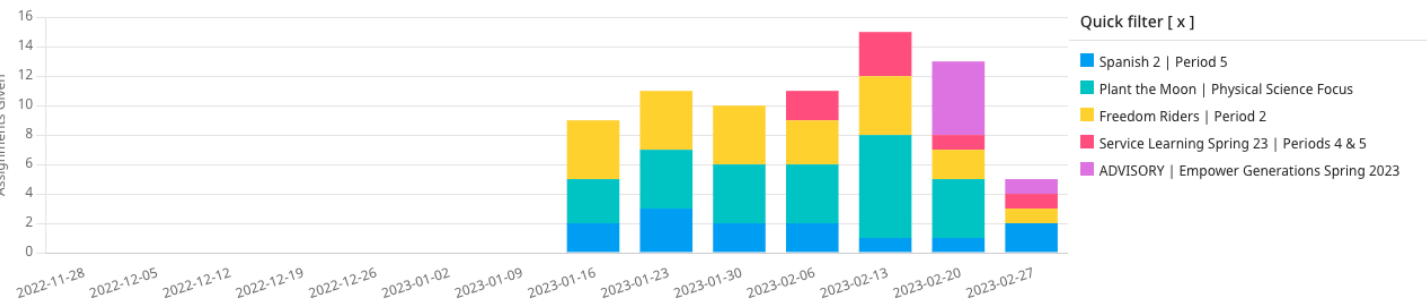
3/3/2023

Groups

Class Name

All

Assignments due per week



Assignment Completion

99%

On Time Assignments

80%

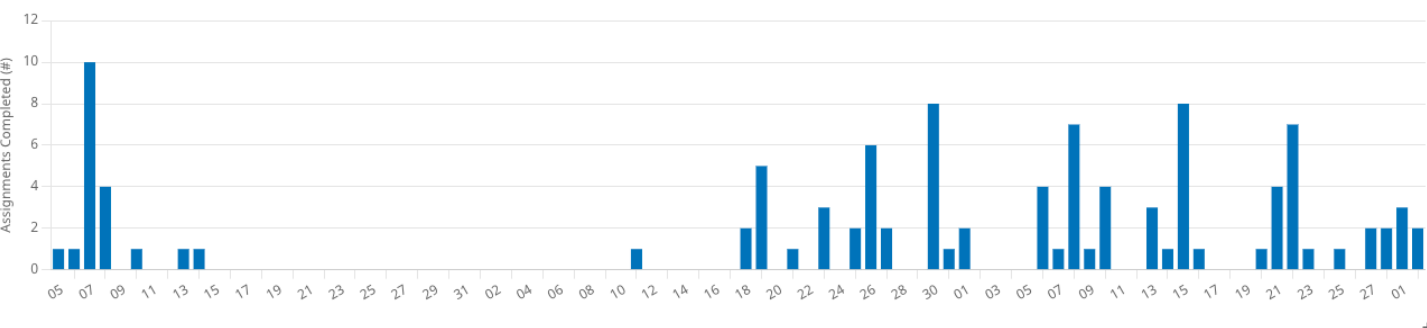
Assignments Completed

105

Points Average

73.1%

Trends



You are all invited to our New Campus Grand Opening! March 30th 5:00-7:00



The honor of your presence
is requested at our

*New Campus
Grand Opening*

Thursday, March 30, 2023
5:00–7:00 PM
44236 10th Street West, Ste. 105
Lancaster, CA 93534



Please join us...

You are cordially invited to the grand opening of our new school location. Features of this special evening will include the following:

- A new campus debut & tour.
- Art Gala spotlighting the beautiful work of our learners.
- An opportunity to meet our wonderful community partners.
- Dinner tickets \$10 each, with proceeds benefitting the school.

We look forward to welcoming you.



Empower Generations

For grades 9-12, including



Electronic Form 700 Details

for Board Members and Required Staff

County Required Annual Filing Due By April 1

Required Electronic Filing Directions:

- Email will come from "COI-Desk" which is the County Form 700 electronic oversight system
- Initial email will contain your User ID and Temporary Password for the Electronic Filing System
 - A request to change your Password will be initiated
 - Hint - It is easier to put the initial password in by copy and pasting
 - Save User ID and Password for future annual filings of the required Form 700 using this electronic system
- When filing you must use Explorer or GoggleCrome as your Internet platform for this system to run efficiently - If one does not work it is recommended to use the other.
- The electronic filing system cannot be used on a Tablet or Phone
- The Cover Page will be filled in for you using this system (Name, Agency Name, Division, Your Position, Jurisdiction of Office, Type of Statement)
- Section 4 - Schedule Summary
 - If you have nothing to report select "NONE"
 - Then, click "Continue"
 - Then click "Continue with Confirmation"
 - Then, check the box for "I acknowledge"
 - Then, click "Submit"
 - If you have schedules to report
 - Click "Continue" instead of "none"
 - Chose the tab at the top for the appropriate schedules that you need to submit information
 - Then, apply the changes to the document and preview the document
 - Then click "Continue with Confirmation"
 - Then, check the box for "I acknowledge"
 - Then, click "Submit"

Annual Filing Due By April 1

email - kim.lvtle@ileadcalifornia.org for support



Empower Generations A-G Completion Improvement Grant Plan

School Name: Empower Generations

School Vision and Mission:

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

Board Hearing Date:

Local Board Approval Date:

Describe how the funds will support pupils, including tutoring programs, to improve access to A-G courses and the LEAs A-G completion rate

Using survey data, staff input, evidence-based research, and internal data, Empower Generations plans to implement the following to increase the school's A-G completion rate:

1. Market, offer, and support Credit Recovery opportunities for learners receiving a D or F in an A-G course Spring 2020 and 2020-2021 with additional classroom support to increase success rate. Communication will include educating learners and families on the benefit of retaking courses and completing A-G requirements. Learner success rates will be tracked.
2. Expand the school's Career/Technical Education pathway in Cosmetology with a focus on Entrepreneurship to expand the number of G electives. Pathway expansion includes supplies, marketing to families, and professional development for staff.
3. Market and promote A-G approved college credit courses. Families of unduplicated learners will be offered course-associated cost coverage for books and supplies in 2023-24 and 2024-25 to eliminate barriers to enrolling in college credit courses.
4. Provide internal and external professional development opportunities to counselors and credentialed teachers. Content will focus on multi-tiered systems of support to increase layers of support for struggling learners, promote a college/career ready culture through graduation planning, CTE course enrollment, dual enrollment for A-G eligible courses, and promoting the benefits of completing A-G requirements.



5. Develop and implement Schoolytics, a parent/learner portal that allows families to better track progress in A-G coursework, to decrease the number of learners who receive a D or F in an A-G course.
6. Provide family outreach and support for new and returning families on the benefit of completing A-G requirements.

A description of how the funds will be used to increase or improve services for foster youth, low-income students, and English learners to improve A-G eligibility

Empower Generations currently serves approximately 78% unduplicated learners.

Empower Generations will implement several actions and services to increase or improve services for unduplicated pupils to improve their A-G eligibility.

Book and supply costs associated with taking an A-G eligible college credit course will also be covered in full for unduplicated learners during the 2023-24 school year.

Professional development for counselors and teachers will focus on multi-tiered systems of support to increase layers of support for struggling learners, promote a college/career ready culture through graduation planning, CTE course enrollment, dual enrollment for A-G eligible courses, and promoting the benefits of completing A-G requirements.

Schoolytics and outreach will support first-generation college-bound learners by supporting a college-ready culture, supporting families with at-home efforts to increase A-G enrollment and success, and providing clear information to learners about their graduation path options and the benefits of completing A-G requirements.

A description of the extent to which all students, including foster youth, low-income students, and English learners, will have access to A-G courses approved by the University of California.

Empower Generations maintains a robust and accurate UC approved A-G course list through its course catalog, including a variety of G electives. All learners have the opportunity to customize their graduation plan and semester schedule with their credentialed teacher of record. Learners may also take college course credits at partnering community colleges for A-G credit. Completion of UC A-G course requirements is highly encouraged for all learners but not required.

The number of students who were identified for opportunities to retake A-G approved courses in which they received a “D”, “F”, or “Fail” grade in the 2020 spring semester or the 2020-21 school year and a description of the method used to offer the opportunity retake courses.

35 learners received a D or F in one or more courses in 2020 spring semester or the 2020-21 school year. Learners will be offered credit recovery courses through approved on-site workshops



during the school year.

A description of how the plan and described services, and associated expenditures, if applicable, supplement services in the Local Control and Accountability Plan and Learning Recovery Plan.

The plan and described services supplement the LCAP and Learning Recovery Plan rather than supplant. Credit recovery for learners who received a D in an A-G course, coverage of college course materials for unduplicated learners, Schoolytics, and expansion of A-G courses in the current course catalog are not planned expenditures in the LCAP or Learning Recovery Plan.

While professional development is described in the LCAP to improve CCI and graduation rates, specific professional development to support A-G completion rates is not a planned expenditure in the current LCAP cycle.

Therefore, the planned services are expenditures complement/supplement current strategies and budgeted expenditures in supporting Empower Generations high school learner success.

Plan Expenditures	
Description of Programs and Services	Amount Budgeted
Credit Recovery opportunities for learners receiving a D or F in an A-G course Spring 2020 and 2020-2021 with additional classroom support. .25 classified staff for 2 years.	\$34,000
Expansion of CTE A-G courses in catalog	\$10,000
College Credit Course Costs for Unduplicated learners	\$5,000
Professional development for counselors and teachers	\$10,000
Schoolytics	\$6,000
Outreach and Family Support	\$10,000
Total Funds Allocated	Total Funds Budgeted
\$75,000.00	\$75,000



Empower Generations
Full-Time and Part-Time Hourly Employee Holiday Benefit Policy

Board Approved :

The following is our company's holiday benefit policy that outlines all the days of the year that we acknowledge and observe as holidays. Empower Generations ("Empower") will close its doors on these days and employees are expected to comply by not working. Work done on a day that falls on an observed holiday will only be approved when the work is absolutely necessary to perform vital job functions related to the needs of the organization such as payroll information submission, state reporting, or any urgent matters that cannot be delayed until after the holiday.

Holiday Benefit Policy Effective July 1, 2023 through June 30, 2024

Eligibility

Exempt salaried employees who have worked for Empower for at least 90 days are eligible to receive holiday pay.

Non-exempt hourly employees who are classified as regular, full-time or part-time employees and who have worked for Empower for at least 90 days are eligible to receive holiday pay.

Hourly full-time employees will receive their normal rate of pay for holidays identified by Empower and set forth on a schedule issued by Employee Services annually.

Hourly eligible part-time employees will receive holiday pay on a prorated basis (paid at the rate of hours that would have normally been worked on that particular day of the week).

If a recognized holiday falls during an unpaid leave of absence, no pay will be given for the Holiday.

Paid Holiday

Empower recognizes the following paid holidays each year:

- New Year's Day (1/1)
- Martin Luther King Day (1/15)
- Presidents' Day (2/19)
- Memorial Day (5/27)
- Juneteenth (6/19)
- Independence Day (7/4)



- Labor Day (9/4)
- Veterans' Day (11/10)
- Thanksgiving Holiday (11/23 & 11/24)
- Christmas (12/25)

Should a holiday fall on a weekend, the holiday will be observed on the workday closest to the holiday.

Procedures

The following conditions apply to Empower's holiday benefit policy:

- Holiday pay will not be considered as time worked for the purpose of overtime calculations.
- Holiday pay is computed at an individual employee's base rate of pay.
- If an employee is scheduled to work on a holiday, the employee will be paid his or her regular rate of pay plus holiday pay.
- Holidays will not be paid to employees on any type of unpaid leave.
- Holidays falling within an approved scheduled vacation will be recorded as holiday pay.
- An employee must be present at work on his or her last scheduled day prior to the holiday and the first scheduled day after the holiday to receive holiday pay.

Religious Holidays

Apart from observed state and national holidays, some employees may observe separate religious holidays. Employees may take unpaid time off for observed religious holidays, unless such an arrangement will cause undue hardship to our company.

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, iCA and 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, iCA and 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 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, irrevocable, 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.
- b. All reasonable costs and expenses that iCA incurs under this section related to Assigned IP will be at the applicable School's expense or as otherwise set forth in the Shared Resource Agreement entered into between iCA and the Schools ("**Shared Resource Agreement**").

All costs and expenses that iCA incurs under this section related to Shared IP will be paid for by the SC Budget (defined below) or as otherwise set forth in the Shared Resource Agreement.

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 five 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**"), 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 in total; (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

- g. **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.
- h. **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.
- i. **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.”

- j. **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

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
- scvipprogram.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

MERAKIMIND AGREEMENT

This MerakiMind Agreement (this "***MerakiMind Agreement***") is effective as of February 9, 2023 (the "***Effective Date***") and is by and between Empower Generations, a California non-profit public benefit corporation as described in Section 501(c)(3) of the IRS Code operating a California public charter school ("***Empower Generations***"), and Malaka Donovan, an individual and resident of the State of California ("***Donovan***").

RECITALS

WHEREAS, 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***") and Empower Generations (and others) are parties to that Intellectual Property Assignment and Governance Agreement (the "***IP Governance Agreement***"), pursuant to which iCA assigned certain intellectual property to Empower Generations; and

WHEREAS, Empower Generations desires to assign to Donovan certain rights, title, and interest in and to certain intellectual property, and Donovan desire to obtain from Empower Generations the same pursuant to the terms and conditions of this MerakiMind Agreement.

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

Subject to the terms and conditions of this MerakiMind Agreement, Empower Generations hereby irrevocably conveys, transfers, and assigns to Donovan 90% of its right, title, and interest in and to the following ("***Assigned IP***"):

- a. Domain name "merakimind.org" ("***Website***") and any artwork, media files, information, and content hosted or made available on the corresponding website;
- b. Meraki Mind software, a competency-based educational platform embedded into the Website, including the name, rubrics, contents, and programming; and
- c. Trademark "Meraki Mind" and all related content, programs and social media accounts, together with any goodwill connected with the use of, and symbolized by, such trademark.

For clarity, the foregoing assignment includes all of Empower Generations' (i) 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 (ii) 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.

2. License

Subject to the terms and conditions of this MerakiMind Agreement, Empower Generations hereby grants to Donovan a non-exclusive, royalty-free, worldwide, transferable, and sublicensable license to

reproduce, prepare derivative works of, distribute, display publicly, and use “Empower Generations” and “Empower Generations Innovation Studios” trademarks solely to use on the Website.

3. Transfer

Empower Generations will promptly grant Donovan complete and full access to all websites, social media accounts, and other digital assets included in the Assigned IP, including by providing Donovan with the relevant GoDaddy account name and password.

4. Further Development

Empower Generations and Donovan agree that Empower Generations and Donovan may continue to improve, refine, expand, and otherwise develop the Assigned IP independently and in collaboration with each other, and will consult with each other and keep each other apprised of any work performed. Prior to either party engaging in any action to commercialize or otherwise seek to earn revenue of any kind from the Assigned IP, Empower Generations and Donovan agree that consent will be required from the other party.

5. Waiver of Moral Rights

As against each other party, each party 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 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.

6. Further Assurances

Following the Effective Date, upon Donovan’s request, Empower Generations will, at Donovan’s expense, take such steps and actions, and provide such cooperation and assistance to Donovan, 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 Donovan.

7. 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.

8. General

- a. **Governing Law.** This MerakiMind 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 MerakiMind Agreement and IP Governance 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

MerakiMind Agreement will be effective only if in a written agreement signed by all parties.

- c. **Severability.** In the event any provision of this MerakiMind Agreement is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of this MerakiMind Agreement (and each of the remaining terms and conditions contained herein) will remain in full force and effect.
- d. **Construction.** This MerakiMind 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 MerakiMind 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 MerakiMind 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 MerakiMind Agreement will be given in writing and in the English language. All notices given under this MerakiMind 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 Empower Generations. Legal@empowergenerations.org

Notice to Donovan. raydioflyer@yahoo.com
16610 Sultus Street
Canyon Country, CA 91387

- g. **Assignment.** Except as set forth in this MerakiMind Agreement, this MerakiMind 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 MerakiMind Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise. Any assignment or transfer in violation of this Section 7(g) will be void. Subject to the foregoing, this MerakiMind Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and permitted assigns.
- h. **Specific Performance.** Each party understands and agrees that monetary damages would not adequately compensate each other party for the breach of this MerakiMind Agreement by a party, that this MerakiMind Agreement will be specifically enforceable, and that any breach or threatened breach of this MerakiMind 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.

- i. **Construction.** The section headings used in this MerakiMind Agreement are intended to be for reference purposes only and will not enter into the interpretation or construction of this MerakiMind Agreement or be construed to modify or restrict any of the terms or provisions of this MerakiMind Agreement. Unless the context otherwise requires, words importing the singular include the plural and vice-versa, and words importing gender include both genders. This MerakiMind 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 this MerakiMind Agreement, the terms “include” and “including” are non-exhaustive and will be deemed to mean “include without limitation” and “including without limitation.”
- j. **Execution; Counterparts.** This MerakiMind 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 MerakiMind Agreement as of the date first set forth above.

Empower Generations:

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

Donovan:

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