



# Elite Academic Academy - Mountain Empire

Join Zoom Meeting

[https://eliteacademic.zoom.us/j/94339322461?](https://eliteacademic.zoom.us/j/94339322461?pwd=dVJiSVBTbTNleGZobGduSk1NZINyZz09)  
pwd=dVJiSVBTbTNleGZobGduSk1NZINyZz09 Meeting ID:  
943 3932 2461 Passcode: 517181 One tap mobile  
+16699009128,,94339322461#,,,,\*517181# US (San Jose)

March 2nd, 2023 at 10:00 am

43414 Business Park Drive, Temecula, CA 92590

3406 Winona Ave., Burbank CA 91504

9337 Vervain Street, San Diego CA 92129

1102 S. Juniper St. Escondido, CA 92025



## Elite Academic Academy - Mountain Empire -March 2nd, 2023

Elite Academic Academy - Mountain Empire

### Meeting Location

Due to the ongoing COVID-19 pandemic, this meeting will be held via teleconference. Members of the public may observe the meeting and offer public comment using the following dial-in numbers and/or internet link: Join Zoom Meeting <https://eliteacademic.zoom.us/j/94339322461?pwd=dVJiSVBTbTNleGZobGduSk1NZINyZz09> Meeting ID: 943 3932 2461  
Passcode: 517181 One tap mobile  
+16699009128,,94339322461#,,,,\*517181# US (San Jose)

Time:

### 1.0 Call To Order

Roll Call:  
Morgen Oelckers, Lindsey Burkett, Ronnie Jackson

### 2.0 Approve/Adopt the Agenda

It is recommended the Board of Directors adopt as presented the agenda for the Board Meeting of March 2nd, 2023.

Motion: Second:  
Vote:

### 3.0 Public Comment -Closed Session

The public has a right to comment on any items of the closed session agenda. Members of the public will be permitted to comment on any other item within the Board's jurisdiction under section 8.0 Public Comments at Board Meetings.

### 4.0 Adjourn to Closed Session

The board will consider and may act on any of the Closed Session matters listed in Agenda Item 13.0.

### 5.0 Closed Session

The Board will consider and may act on any of the following items in closed session; any action taken in closed session will be reported in open session as required by law.

5.1 Personnel Matters (With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6)

5.2 Employer/Employee Relations (With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6)

Time:

### 6.0 Pledge Of Allegiance

Led By:

### 7.0 Open Session

### 8.0 Public Comment

Please submit a request to speak to the Board of Directors. Cards can be asked for by emailing [galtamirano@eliteacademic.com](mailto:galtamirano@eliteacademic.com). Please complete and return the form for agendized or non-agendized items, prior to the meeting. Not more than three (3) minutes are to be allotted to any one (1) speaker, and no more than twenty (20) minutes on the same subject. This portion of the agenda is for comments, recognitions and reports to the Board and is not intended to be a question and answer period. If you have questions for the Board, please provide the Board President with a written copy and an administrator will provide answers at a later date. A request for disability related modifications or accommodations in order to participate in the public meeting, including auxiliary aids or services, may be made to Ms. Meghan Freeman at [mfreeman@eliteacademic.com](mailto:mfreeman@eliteacademic.com) at least 72 hours prior

to the meeting.

## 9.0 General Functions

### 9.1 Informational Items

#### A. CEO Authorizer Report

EAA-ME Feb. CEO Report 2023.pdf

#### B. Student Academic Awards Presentation

### 9.2 Consent Agenda

It is recommended that the board approve the following consent agenda items.

Motion: Second:  
Vote:

#### A. Meeting Minutes from February 2nd, 2023

EAA-ME 02.02.23.pdf

#### B. Warrant Register

WarrantRegisterME\_Feb\_2223.pdf

#### C. New Instructional Materials Community Partners

Elite Academic Instructional Service Community  
Partner\_February\_23 - VCI Community Partners.pdf

#### D. New Educational Materials Community Partners

Elite Academic Educational Materials  
Partner\_February\_23.xlsx - EM Partners.pdf

#### E. Job Descriptions

23.24 JD Temp Level Up Instructional Aide(pending board  
approval).pdf

23.24 JD Temp Level Up Teacher of Record(pending board  
approval).pdf

23.24 JD Temporary Level Up Lead Teacher(pending board  
approval).pdf

23.24 Temporary Admissions Clerk (pending board  
approval).pdf

23.24 JD Temporary Level Up Content Teacher (pending  
board approval) .pdf

#### F. Level Up Program Letter of Intent Templates

Letter of Intent - Temporary Level Up Classified (hourly)  
TEMPLATE.pdf

Letter of Intent - Temporary Level Up Content Teacher  
(Coach) Certificated (hourly) TEMPLATE.pdf

Letter of Intent - Temporary Level Up TOR Certificated  
(stipend) TEMPLATE.pdf

#### G. Level Up Program Temporary Contract Templates

Temporary Contract - Level Up Teacher of Record (stipend)  
- TEMPLATE.pdf

Temporary Contract - Level Up Classified Position (hourly) -  
TEMPLATE.pdf

Temporary Contract - Level Up Content Teacher (hourly) -  
TEMPLATE .pdf

## 10.0 Personnel Services

### 10.1 Employee Contracts

It is recommended that the board ratify the following Employee Contracts for Elite Academic Academy - Mountain Empire.

2223401.pdf

Motion: Second:  
Vote:

## 11.0 Business Services

### 11.1 Professional Development Vendor Contracts

It is recommended that the board approve the following Professional Development Vendor Contracts for Elite Academic Academy - Mountain Empire.

76007.pdf

76009.pdf

Invoices 76006,76008,76010,76015.pdf

Floral Design by Susan.pdf

Send a Cake Receipt..pdf

Motion: Second:  
Vote:

### 11.2 Second Interim

It is recommended that the board approve the Second Interim for Elite Academic Academy - Mountain Empire.

FY 22.23\_SecondInterim\_ME Board Report.pdf

FY 22.23\_SecondInterim\_ME Cash Graph.pdf

FY23\_EAA\_ME\_LCFF-Calculator\_2ndInt.xlsx

FY 22.23\_SecondInterim\_Summary.pdf

FY 22.23\_SecondInterim\_MYP.pdf

FY 22.23\_SecondInterim\_Detail.pdf

FY 22.23\_SecondInterim\_CashFlow.pdf

Motion: Second:  
Vote:

### 11.3 Strong Mind Updated Invoice

It is recommended that the board approve the following Strong Mind Updated Invoice for Elite Academic Academy - Mountain Empire.

Elite Invoice-Strong Mind.pdf

Motion: Second:  
Vote:

### 11.4 CLA Master Service Agreement and Statement of Work

It is recommended that the board approve the following CLA Master Service Agreement and Statement of Work for Elite Academic Academy - Mountain Empire.

CLA Master Services Agreement-ME.pdf

CLA Statement of Work - Audit Services-ME.pdf

Motion: Second:  
Vote:

### 11.5 CSC Borrowing Agreement 22-23

It is recommended that the board retroactively approve the following CSC Borrowing Agreement 22-23 for Elite Academic Academy - Mountain Empire.

1\_EAAME-A&R TL-CA23-1.docx.pdf

2\_EAAME-BOS-CA23-1.docx.pdf

3\_EAAME-NOA-CA23-1.docx.pdf

4\_EAAME-OC-CA23-1.docx.pdf

Motion: Second:  
Vote:

## 12.0 Educational Services/Policy Development

### 12.1 Educational Field Trip (Overnight)

It is recommended that the board approve the following Educational Field Trip (Overnight) for Elite Academic Academy - Mountain Empire.

Falcon Group Camp - Overnight Field Trip Request for Board Approval.pdf

Motion: Second:  
Vote:

### 12.2 Updated Employee Handbook 22.23

It is recommended that the board approve the following Updated Employee Handbook 22.23 for Elite Academic Academy - Mountain Empire.

2023 EAA-Mountain Empire Employee Handbook (pending board approval).pdf

Motion: Second:  
Vote:

### 12.3 Elite Employee Arbitration Agreement 23.24

It is recommended that the board approve the following Elite Employee Arbitration Agreement 23.24 for Elite Academic Academy - Mountain Empire.

2023 EAA Arbitration Agreement(Pending board approval).pdf

Motion: Second:  
Vote:

### 12.4 Elite Safety Plan 23-24

It is recommended that the board approve the following Elite Safety Plan 23-24 for Elite Academic Academy - Mountain Empire.

23-24 Elite Safety Plan-Mountain(Pending Board Approval).pdf

Motion: Second:  
Vote:

## 13.0 Report of Action Taken in Closed Session

The Board will report any action taken in closed session as required by law.

## 14.0 Calendar

The next regularly scheduled meeting is April 6th, 2023 at 10:00 am.

## 15.0 Board Comments and Future Planning

Time:

### 16.0 Adjournment

In compliance with Government Code section 54957.5, open session materials distributed to Board Members for review prior to a meeting may be viewed at the eliteacademic.com or at the scheduled meeting. Board agenda back-up materials may also be requested by calling the School at 1(866)354-8302. In addition, if you would like a copy of any record related to an item on the agenda, please contact administration.

Motion: Second:  
Vote:

In compliance with the American with Disabilities Act, if you need special assistance, disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the Charter's Board of Directors, please contact the School at 1(866) 354-8302. Notification 72 hours prior to the meeting will enable the School to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the School shall also make available this agenda and all other public records associated with this meeting in appropriate alternative formats for persons with a disability.



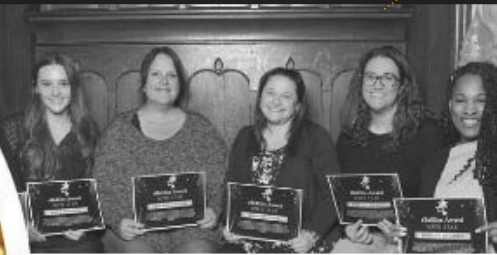
# CEO REPORT



"Offering personalized education with unparalleled flexibility, support, and learning options."



ELITE EAGLES



ARE LIMITLESS



## February Celebrations

This Month we held our very first in-person Elite Academic Academy conference. This 3-day event focused on the future of Elite, where we worked as a collective school to define the portrait of an Elite graduate. We focused on the future of education and started the conversation on ways we must shift our teaching to meet the demands of our tech-driven future. Staff was recognized and celebrated at our first annual awards ceremony. Shared leadership was modeled as teachers and administration led meaningful targeted break-out sessions. It was an excellent way to head into the second semester with positive and robust feedback from staff for this tradition to continue. We do not get together often, and this professional development really solidified connections and community building for the sake of our students and families.

## Staff Highlight | Theresa Rubio



Theresa Rubio is a homeschool teacher with Elite Academic Academy. This is her first year teaching with Elite, and before Elite, she was a parent of two Elite students! Theresa has significant experience in teaching and school counseling. This semester, she took on the leadership role of creating and teaching our Student Leadership 1A course for our middle and high school students. She recently took students to the Leadership Summit which was hosted at Universal Studios where students had a great start to their semester. We're proud of the role Theresa has established within our school community and look forward to celebrating the success of her Leadership students. Way to #BeElite, Theresa!

## Essential Highlights

Six Elite Essentials



Celebrate On Target

Aligned Resources



Professional Development



Parents and Community



Responsive Instruction



Student Work and Data



Shared Leadership



# ACADEMIC INNOVATION

SYSTEMS AND PROCESS INNOVATIONS CONTINUE TO STREAMLINE WORKFLOW ACROSS THE ORGANIZATION

## SKILL-BASED COURSES

We often think the outside influences play a large role in who we are. Who/what has the biggest influence on the person you are? How do you feel about the fact that you are being influenced?

1. Respond to the question in the space below. Remember to answer the question fully.

The person who has the biggest influence on who I am is my favorite superhero, The Caped Baldy. He has the biggest influence on me because since I first found out about him, I've really admired him and wished I could be just like him. **The Caped Baldy is a hero that can save anyone from any one punch. But there is more to him than just being an overpowered anime character. When Saltama (The Caped Baldy's real name) was young, he found that he did not really fit into society. Because of this, he decided to change himself to be the person he had always dreamed of becoming. All he did was put his mind to it and after he achieved his goal he used his abilities to help other people. Despite being the best in the world, Saltama is still a very down to earth character who does not idolize himself, boast, brag, or anything. He is an ambitious person who works for what he thinks is right and is respected by anyone who gets to know him not only for his overwhelming strength, but also his virtues. I know I am unable to knock enemies out of the stratosphere with one punch, but I try as hard as I can to make my dreams happen just like Saltama. I want to be morally respected as well, I will do my best to be modest unless I am applying for a job, and I strive to do what I think is morally correct just like my hero. I feel good about being influenced in this way because having a story about someone I admire achieving his goals motivates me to achieve my own even more.**

2. Highlight parts of your response using the following colors.
- Using Evidence to Support Your View (please highlight your use of evidence in yellow)
  - Expanding on Your View (please highlight where you expand on your view in green)

## LEVELING UP OUR GAME



Level Up will pilot a similar new approach to ELA 9. These have become semesters focused on reading (9A) and writing (9B) to serve as a foundation for transferable skills they'll need in all future courses. Our Level Up Coordinator, Ashly Steele, and Marketing Coordinator, Nolan Smith, are finalizing informational packets and webinars for school counselors that explain the benefits of joining our program.

## COLLABORATION!

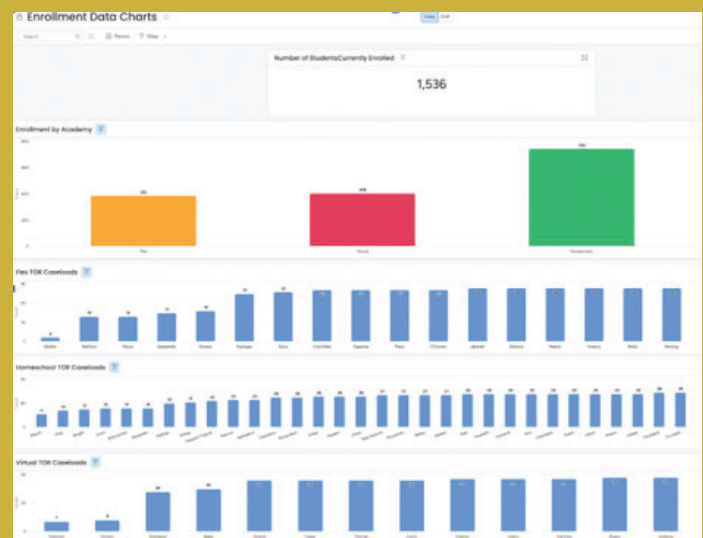


The Tech department is working with our T-Mobile provider in transitioning to a government account that provided better resources and tech to our staff and students. One of the benefits, is exchanging older LTE models to swap out for newer devices at no cost. They have also created SOP protocols for Chromebook returns that will feed into our new withdrawal process.

## UPDATED ONBOARDING AND WITHDRAWAL SYSTEM

As part of our continual focus to **improve systems and processes**, our Systems Coordinator, Michelle Wood, worked collaboratively with Admissions, Compliance, and Academy Directors to refine the student withdrawal process. Combined with the enrollment process, one Monday.com board brings all data together to better visualize and track student movement at our school.

| 1  | 2   | 3  | 4  | 5   |
|--|---|--|--|---|
| Parent submits <a href="#">Voluntary Withdrawal Form</a> | TOR gets "Next Steps" email from Admissions | TOR notifies Content Teachers to finalize grades. CT places finalized grade in notes column of gradebook | Once grades are finalized, TOR completes <a href="#">WD Grade Form</a> | Director reviews & signs form and Parent gets signed copy |



# STUDENT DEVELOPMENT

17 STUDENT CLUBS CURRENTLY SERVE ELITE STUDENTS. 36 EVENTS & FIELD TRIPS HAVE BEEN HELD SO FAR THIS SCHOOL YEAR. 2,234 STUDENTS AND CHAPERONES HAVE ATTENDED THE EVENTS & FIELD TRIPS FROM AUGUST-FEBRUARY.

## VAPA

### SONGWRITING INTENSIVE



Our first **Songwriting and Creative Music** workshop started in February. Students are joined by Singer/Songwriter **Derik Nelson** for a two week Intensive that inspires creativity, confidence, and collaboration through music and writing. Students will collaborate at the end of the intensive and create a music video showcasing their unique songs, singing, and instruments.

### STUDENT FIELD TRIPS



Our **Esports Club** had the opportunity to attend the University of Irvine Esports arena. Students were able to play games in their **UCI Esports Arena** and take a tour of the college to learn about their amazing programs. UCI is the first public university to create an esports program and the students were able to learn about the Computer Game Science major offered at UCI!

### CAREER TECH ED

**Congratulations to our CTE Marketing Students!**



Angelina A.  
Joshua C.  
Summer C.  
Mariela D.  
Savannah F.  
Myla F.  
Paris G.  
Eliab L.  
Sophia R.  
Matthew W.  
Mia Ysabella W.

Eleven students in our Social Media Marketing course earned Student Mimic High School Certificates of Completion! The certificate is earned by creating and managing simulated social media marketing campaigns for Facebook, Instagram, YouTube, Twitter, LinkedIn and Pinterest!

In our **CTE Marketing pathway**, students in the Social Media Marketing A course earned their **Student certificates for their work in managing social media marketing campaigns via the Mimic High School Simulation!** Students in this course have a hands-on experience with managing ads, managing a \$125k ad budget across search, display, and shopping ad campaigns.

## CTE ROUNDTABLE WITH INDUSTRY PROFESSIONALS

**February is Career Technical Education month** and Elite hosted its own Industry Professionals Roundtable event. This student-led event was hosted by two of our **podcast students** who asked detailed questions to our panel members. Students and staff were also able to join the discussion and learn about these industry professionals' journey to their job and what their job entails. **Special guests included a Pediatrician, Hotel General Managers, a Marvel Comic writer, Engineer and coder, and more.**

**ROUNDTABLE WEBINAR**

February 23rd  
6:00 PM PST

Join our CTE Department as they speak with a number of industry professionals.

All students and parents are welcome!





# OPERATIONS

WE HAVE RECENTLY CLOSED NEW ENROLLMENT FOR THIS SCHOOL YEAR WITH AN ENROLLMENT OF 1536 STUDENTS BETWEEN OUR THREE ACADEMIES.

## ADMISSIONS



## COMPLIANCE



## STATE REPORTING



We have recently closed new enrollment for this school year with an enrollment of 1536 students between our three academies. Believe it or not, we are already gearing up for the Open Enrollment Window for the 2023/24 school year! Next month, we will begin offering registration links to families wishing to join our traditional calendar. And, beginning in May, registration will open up for our year-round calendar which includes our Level Up! program, often referred to as Track A. Our website will be updated soon ensuring we have the most up-to-date information available to families.

With our fall semester completed, the team continues to work through the internal auditing of compliance files. This is an ongoing task that ensures our files are ready for our formal audit which normally takes place in May and June. Our tracking system is used to identify areas of concern so we can work closely with our teachers to make sure they have the tools and knowledge to complete their files successfully. As mentioned last month, we are piloting a new bridge system to link our student information system to our learning management system which is showing great promise.

The next round of state reporting is the submittal of CALPADS Fall 2 which reports student course enrollments, staff assignments and their full-time equivalency (FTE), CTE completer surveys, and English learner education services. We will be submitting Fall 2 within the next week or so. Once it is submitted, we will begin our P2 reporting, which will begin at the end of March.

## TEAM MEMBER HIGHLIGHT



This month, the Operations Team would like to recognize **Ms. Rachel Gonzalez, our Operations Coordinator**. Rachel has worked with Elite/Prime since the summer of 2020. Rachel is responsible for compiling data from the SIS to be used in various reports for different departments, such as the SARC and LCAP reports. Her current project is to update our SIS to gear up for the state-mandated CALSAAS report, which involves reporting teacher credentials and qualifications. These reporting duties come along with the usual operations tasks like managing admissions, auditing compliance, and everything else necessary to make our department function. Rachel is also the go-to spreadsheet wizard who sets up many of our complicated forms which helps us to stay organized. Needless to say, we wouldn't want to do this without you, Rachel. Thank you for your dedication to our organization!

# COMMUNITY RELATIONS

CURRENT ELITE COMMUNITY PARTNERS: 170 VCI/130 EMR  
REIMBURSEMENT TRANSACTIONS: 600+  
INVENTORY/CURRICULUM ITEMS SHIPPED: 500+

## COMMUNITY PARTNERS



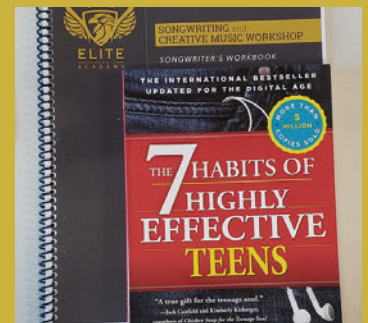
The Community Relations Department has received and processed **over 25 new VCI/EMR applications**, emailed **over 15 applications to prospective vendors**, and received **over 30 inquires to become a CP for the Spring semester so far**. Thank you to all of the families who are reaching out to potential vendors who want to partner with Elite!

## REIMBURSEMENTS



The Community Relations Department has received and processed **over 250 New Pre-Approvals**, **185 Reimbursement Submissions** and **199 Reimbursements for payment**. These are all vetted to ensure alignment to **personalized plans and common core standards**. Thank you to all of the academy directors and staff who are helping families submit their new pre-approvals for the Spring semester!

## INVENTORY



The Community Relations Department has packed and shipped **over 500 envelopes/boxes for Spring Curriculum, Fall Student Awards, Inventory Items, and Level Up Marketing Materials**. Thank you to all of the staff who are using the CR LinkTree and following our request procedures! This helps our team make sure that all current and new projects are completed in a timely manner.



## PARTNERS ARE OUR CUSTOMERS



The Community Relations Department is determined to increase the retention rates of our Instructional Services Community Partners (VCI's) by working on **customer relationship**. We had **148 VCI's by the end of the last school year 2021-22**. Out of those 148 VCI's, **101 have submitted their renewal paperwork to be reactivated for this current school year 2022-23**. This is a **68% retention rate**. Not only are we looking to increase this retention rate next school year but we have **gained 69 new VCI's giving us a total of 170 current VCI's!** It is our mission to ensure that the **quality of service** for our community partners brings **satisfaction and loyalty** in building our continued partnerships. There are many moving gears but they all contribute to the function of our **customer relationships!**



ENROLLMENT:  
LU: 239 STUDENTS | ME: 507 STUDENTS



### HOMESCHOOL TEACHER PD

From February 1-3, Elite staff gathered together for our in-person Professional Development Conference. Sessions were hosted by Elite Staff and Teachers, and we have lots to incorporate with our students and families!

Pictured below are the 2022-23 Homeschool Elite Educators



### HOMESCHOOL IN ACTION

Encouraging and modeling hands-on projects and learning opportunities for our families is crucial to homeschool. Here are a few examples from the past month:



Corrales Family  
Wind Vanes



Sanchez-Vanderwaal Family  
DIY Lava Lamp



Morrissey Family  
Testing her submarine



Deguido Family, Archeology



Bedrosian Family  
Butterfly Transformation



Blattler Family  
Moon Phases

### MOY I-READY DATA UPDATE

We are in the 'Middle of Year' Testing Window. **We would expect students to grow by 50% for Reading and Math since BOY.**

Current MOY Data shows that Homeschool students have grown by:

**-Math Growth:  
64%**

**-ELA Growth:  
105%**



This means that our average growth for Homeschool students has surpassed expected target growth so far this year!

## EAGLE EXPLORER SPRING CLASSES:



### STUDENT HIGHLIGHT



Max 6th grade

Max is participating in the Inquiring Innovators, a project based learning, Eagle Explorer Class. Max developed his own essential question, "How does litter affect the environment?" Max chose this project because it is something he is passionate about. Max lives in Big Bear, and is upset tourist leave broken sleighs, bikes, and other trash in such a beautiful place.

Max decided to raise awareness by creating his own podcast series, **The LitterFiles**

### [Click Here to Subscribe](#)



More episodes coming soon.

### EPISODE 1: THE STATISTICS OF LITTERING

Have you ever wondered how long items take to decompose? Max has all the information in Episode 1: The Statistics of Littering.

### EPISODE 2: RECYCLING

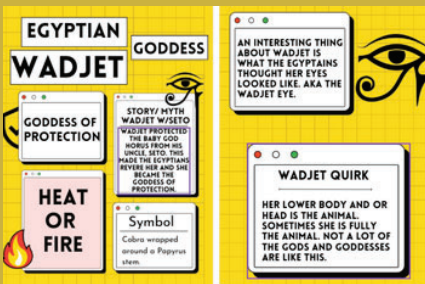
Are we doing our part? In this episode, Max will explain how many recyclable items are thrown away and what items are recyclable.



## STUDENTS SOARING HIGH

STUDENTS ARE SCORING 85% OR HIGHER IN 516 COURSES

### MYTHOLOGY RESEARCH PRESENTATIONS



### MOY ASSESSMENTS

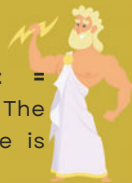


### FLEXPERIENCE GREAT BARRIER REEF



Students in English 6B **researched** Greek, Roman, Egyptian, or Norse gods/goddesses. They then presented their findings in a **poster, PPT, Canva, or video**. Their research was designed to help them connect with their course novel. Students **love** this assignment and course!

**Increase in course engagement = Increase in course performance.** The average overall grade in this course is **88.93%!**



313 students have completed their i-Ready diagnostics. Overall, most students have shown growth in Reading and/or Math.

**Reading:** Grade level proficiency increased by **14%**

**Math:** Grade level proficiency increased by **11%**



Students this month learned about the **Great Barrier Reef**. They explored the difference between the coral reefs today vs. 50 years ago and discussed ways to **protect the coral reefs**. They created **dioramas** and **awareness posters** to demonstrate their understanding.



## STUDENT SPOTLIGHT



Meet **Sicily!** This amazing student came to us shy and unsure about her place here at Elite. She struggled to make connections and struggled even more in her courses. With the help of her teachers, fellow students, and parents, Sicily now wears a **smile** wherever she goes. She is **confident, participates** in virtual and in-person experiences, and is **excelling in all of her classes**. Way to Sicily!



EACH WEEK, TEACHERS OF RECORD ARE PROVIDING:  
 135 HOURS OF 1-ON-1 CHECK-IN MEETINGS  
 100+ HOURS OF ACADEMIC SUPPORT SESSIONS  
 ADVISORY CLASSES (30 MINS MS, 30 MINS HS)

**SECOND SEMESTER  
ACADEMIC SUPPORT**

**HANDS-ON LEARNING**

**IN-PERSON  
PROFESSIONAL  
DEVELOPMENT**



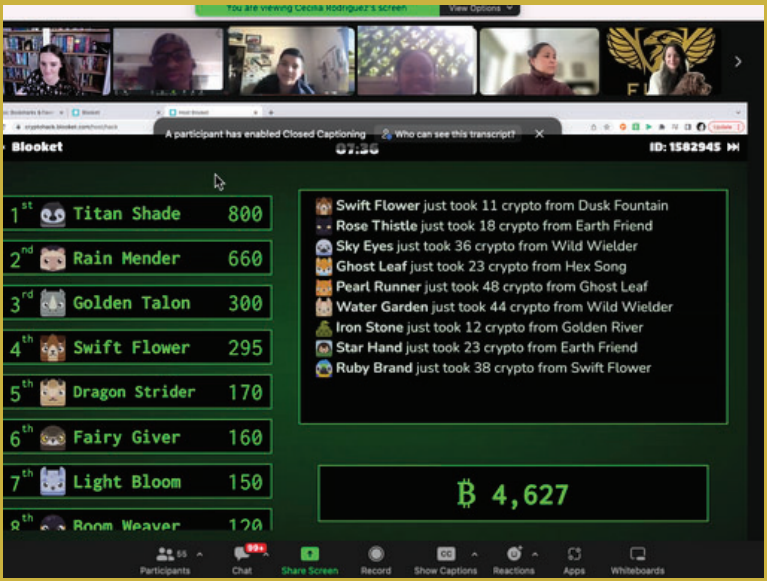
70% of students are making adequate academic progress in middle school and high school **English Language Arts** courses.

77% of students are making adequate academic progress in middle school and high school **Math** courses.

Students who need **extra support** have been **identified** and are joining Teachers of Record in **Academic Support Sessions**, Content Teachers in **Lab Hours**, and participating in **small group and individual tutoring**.

Virtual students learn science through **hands-on experiments**, such as Light vs Dark Plant Investigation with Radish Seeds and Owl Pellet Dissection. **Bringing learning to life off the computer screen** encourages using the senses to explore; it engages students in problem-solving strategies and allows them to interact with the learning materials and reflect on their choices as they learn in a practical manner.

At our Elite-wide in-person professional development conference, Virtual Teachers of Record collaborated to determine the traits of an exemplary TOR and develop a **mission statement** for the Virtual Academy. We will **"Support and Motivate Students to find Success"** as we create individualized learning pathways and help them reach their academic potential and achieve their personal goals.



**COMMUNITY BUILDING**

Once a month, we hold academy-wide **Virtual Assemblies**. At each assembly, students have an opportunity to **interact** with one another, **learn** important information, and engage in a fun **social emotional learning activity**. **Building connections** to school, teachers and each other **is crucial to student success** and especially **important for Virtual students**. Research confirms that students who feel connected to school community perform better academically, drop out of school less often, and are happier and more well-rounded overall.

# STUDENT SUPPORT

159 SPECIAL EDUCATION STUDENTS  
265 IEP MEETINGS HELD  
5225 SERVICE SESSIONS PROVIDED

RESPONDED TO 15 REFERRALS  
5 CARE SOLACE REFERRALS COMPLETED  
45+ HOURS OF DIRECT COUNSELING

## ACCESSIBILITY

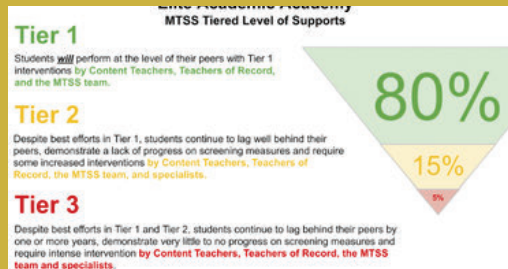


Curriculum design now includes **increased accessibility** and support for students, TOR, families, etc.

Elite-created assignments have **audio messages with transcripts** explaining the skill practice, time expectations to serve as a guide, and additional resources.

Students, CTs and TORs are commenting on collaborative Google assignments which allows everyone access to see progress, make comments, and provide feedback and encouragement.

## STUDENT SUPPORT



64 Students are actively working through the SST/ MTSS process. These students receive additional support from student support services to find success in school addressing academic, social and emotional needs.

56 students have been exited from the SST process and have found success in school using Elite's MTSS 3 Tiered Model of support.



We are excited to welcome Elite grad Angelina Arriola on our Student Support Services Team as an Instructional Aide. Her positive spirit and drive will be a great motivator for our current students!

## STUDENT HIGHLIGHTS

From Coach Aldridge - Luka Santispirito - Luka's family reached out to me and were extremely excited to share his growth. His iReady scores went from BOY 4th grade to MOY 7th grade.

From Coach Singas - Claire Nicholson is my highlight student Claire had great attendance and always showed up to learning labs with a smile on her face. She participated often and took risks in her learning. Claire grew two levels on her math MOY diagnostic and was promoted out of learning labs! I know she will continue to shine bright in her learning this year!

## SERVICE SESSIONS



Finding creative ways to keep children interested in learning is a challenge faced by teachers and parents alike. It becomes even more challenging when those children have special educational needs. Our Special Education Providers are using gamified elements to keep students highly engaged and motivated to continue to learn.

## MOY ASSESSMENTS

Schoolwide % of students who increased at least one POW band:

**ELA 47%**  
**Math 33%**

Schoolwide % of students who met or exceeded our annual typical growth goal:

**ELA 65%**  
**Math 50%**

Learning Lab students have exceeded their annual typical growth goal, too!

**ELA 66%**  
**Math 63%**



## Mountain Empire

|        |     |
|--------|-----|
| Tk -5  | 441 |
| 6-8    | 183 |
| 9-12   | 175 |
| Total* | 799 |

\*This number is not reflective of credit recovery/acceleration enrollement.

# NEXT MONTH

### Student Work/Data



Next month leadership will be **diving into our middle of year data**. This team will be **updating tactical plans** to ensure that goals and objectives are aligned to the story that thier data is telling them. We are also going to start focusing on the 23.24 school year.

### Surveys



As we prepare for our 22.23 LCAP annual update and write our 23.24 LCAP we will be having **staff, students and parents complete surveys**. This is thought Panorama Ed to allow for true verifiable data. This data will be used to drive positive change.

### Authorizer Presentation



We look forward to our **authorizer presentation** that will highlight all that we have done and are doing at the end of March!



# Elite Academic Academy - Mountain Empire

Join Zoom Meeting

[https://eliteacademic.zoom.us/j/94339322461?](https://eliteacademic.zoom.us/j/94339322461?pwd=dVJiSVBTbTNleGZobGduSk1NZINyZz09)  
pwd=dVJiSVBTbTNleGZobGduSk1NZINyZz09 Meeting ID:  
943 3932 2461 Passcode: 517181 One tap mobile  
+16699009128,,94339322461#,,,,\*517181# US (San Jose)

February 2, 2023 at 11:15 am

43414 Business Park Drive, Temecula, CA 92590

In Person at: 3649 Mission Inn Ave Riverside, CA 92501

3406 Winona Ave., Burbank CA 91504





# Elite Academic Academy - Mountain Empire -February 2nd, 2023

Elite Academic Academy - Mountain Empire

## Meeting Location

Due to the ongoing COVID-19 pandemic, this meeting will be held via teleconference and in-person. Members of the public may observe the meeting and offer public comment using the following dial-in numbers and/or internet link: Join Zoom Meeting https://eliteacademic.zoom.us/j/94339322461?pwd=dVJiSVBTbTNleGZobGduSk1NZINyZz09 Meeting ID: 943 3932 2461 Passcode: 517181 One tap mobile +16699009128,,94339322461#,,,,\*517181# US (San Jose)

Time: 11:15 am

## 1.0 Call To Order

Roll Call:

Morgen Oelckers, Lindsey Burkett, Ronnie Jackson

**Present Present Not Present**

## 2.0 Approve/Adopt the Agenda

It is recommended the Board of Directors adopt as presented the agenda for the Board Meeting of February 2nd, 2023.

Morgen Lindsey

Motion: Second:

Vote: **Morgen; Aye, Lindsey; Aye.**  
Item carries 2-0.

Motion to open 3.1-3.3 together: Motion: Morgen  
Second: Lindsey

## 3.0 Board Organization

Lindsey nominates  
Morgen Oelckers for  
Board President, Morgen  
Seconds

### 3.1 Election of Board President

It is recommended that the board nominate and elect a Board President for Elite Academic Academy - Mountain Empire.

Morgen Lindsey

Motion: Second:

Vote: **Morgen; Aye, Lindsey; Aye.**  
Item carries 2-0.

Morgen nominates  
Lindsey Burkett for  
Board Vice President,  
Lindsey Seconds

### 3.2 Election of Board Vice President

It is recommended that the board nominate and elect a Board Vice President for Elite Academic Academy - Mountain Empire.

Morgen Lindsey

Motion: Second:

Vote: **Morgen; Aye, Lindsey; Aye.**  
Item carries 2-0.

Morgen nominates  
Ronnie Jackson for Board  
Treasurer/Clerk, Lindsey  
Seconds

### 3.3 Election of Board Treasurer / Clerk

It is recommended that the board nominate and elect a Board Treasurer/Clerk for Elite Academic Academy - Mountain Empire.

Morgen Lindsey

Motion: Second:

Vote: **Morgen; Aye, Lindsey; Aye.**  
Item carries 2-0.

## 4.0 Public Comment -Closed Session

The public has a right to comment on any items of the closed session agenda. Members of the public will be permitted to comment on any other item within the Board's jurisdiction under section 9.0 Public Comments at Board Meetings.

## 5.0 Adjourn to Closed Session

The board will consider and may act on any of the Closed Session matters listed in Agenda Item 14.0.

## 6.0 Closed Session

The Board will consider and may act on any of the following items in closed session; any action taken in closed session will be reported in open session as required by law.

6.1 Personnel Matters (With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6)

6.2 Employer/Employee Relations (With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6)

Time: 11:25 am

## 7.0 Pledge Of Allegiance

Led By: **Meghan Freeman**

## 8.0 Open Session

## 9.0 Public Comment

Please submit a request to speak to the Board of Directors. Cards can be asked for by emailing [galtamirano@eliteacademic.com](mailto:galtamirano@eliteacademic.com). Please complete and return the form for agenda items or non-agenda items, prior to the meeting. Not more than three (3) minutes are to be allotted to any one (1) speaker, and no more than twenty (20) minutes on the same subject. This portion of the agenda is for comments, recognitions and reports to the Board and is not intended to be a question and answer period. If you have questions for the Board, please provide the Board President with a written copy and an administrator will provide answers at a later date. A request for disability related modifications or accommodations in order to participate in the public meeting, including auxiliary aids or services, may be made to Ms. Meghan Freeman at [mfreeman@eliteacademic.com](mailto:mfreeman@eliteacademic.com) at least 72 hours prior to the meeting.

## 10.0 General Functions

### 10.1 Informational Items

#### A. CEO Authorizer Report

EAA-ME CEO Report Jan. 2023.pdf

#### B. 21-22 Audit Report

21.22 CLA Signed Final Report and Financial Statements - Mt Empire.pdf

### 10.2 Consent Agenda

It is recommended that the board approve the following consent agenda items.

#### A. Meeting Minutes from December 1st, 2022

EAA-ME 12.01.22.pdf

#### B. Warrant Register

WarrantRegisterME\_Dec.Jan\_2223.pdf

#### C. New Instructional Materials Community Partners

Elite Academic Instructional Service Community Partner\_January\_23 - VCI Community Partners.pdf

#### D. New Educational Materials Community Partners

Elite Academic Educational Materials Partner\_December\_22\_January\_23.xlsx - EM Partners.pdf

### 10.3 Job Descriptions

JD - ASB Advisor Stipend (pending board approval).pdf

JD - Instructional Support Tutor (pending board approval).pdf

JD - Marketing Coordinator (pending board approval).pdf

JD - Office Manager (pending board approval).pdf

## 11.0 Personnel Services

### 11.1 Employee Contracts

It is recommended that the board ratify the following Employee Contracts for Elite Academic Academy - Mountain Empire.

22230397.pdf

### 11.2 Employee Changes of Relationship

It is recommended that the board ratify the following Employee

Morgen Lindsey

Motion: Second:

Vote: Morgen; Aye, Lindsey; Aye.  
Item carries 2-0.

Morgen Lindsey

Motion: Second:

Vote: Morgen; Aye, Lindsey; Aye.  
Item carries 2-0.

Morgen Lindsey

Motion: Second:

Vote: Morgen; Aye, Lindsey; Aye.  
Item carries 2-0.

Changes of Relationship for Elite Academic Academy - Mountain Empire.

22230293.pdf

## 12.0 Business Services

### 12.1 CTEIG Expenditure Report for the 21/22 Fiscal Year

It is recommended that the board approve the following CTEIG Expenditure Report for the 21/22 Fiscal Year for Elite Academic Academy - Mountain Empire.

Elite Academic Academy ME 37 68213 0136978  
\_CTEIG\_Financial\_Expenditure\_Report\_23.xlsx

Elite Academic Academy Mountain Emire Signature Page (1).pdf

### 12.2 Professional Development Vendor Contracts

It is recommended that the board approve the following Professional Development Vendor Contracts for Elite Academic Academy - Mountain Empire.

Elite Academic Academy Professional Development Contract.pdf

Elite Academy Banquet Checks.pdf

### 12.3 UPK Grant Collection Survey

It is recommended that the board approve the following UPK Grant Collection Survey for Elite Academic Academy - Mountain Empire.

ME-Round 1 Expt. Report UPK Expenditure Report (1).pdf

### 12.4 Funding Determination for 2022-23

It is recommended that the board approve the following Funding Determination for 2022-23 for Elite Academic Academy - Mountain Empire.

FY23\_EAA\_ME\_FundingDetermination.pdf

### 12.5 Video Approach Contract

It is recommended that the board approve the following Video Approach Contract for Elite Academic Academy - Mountain Empire.

VideoApproachEliteContract2023.pdf

## 13.0 Educational Services/Policy Development

### 13.1 Internship MOU Agreement

It is recommended that the board approve the following Internship MOU Agreement for Elite Academic Academy - Mountain Empire.

2023 Internship MOU (1).pdf

### 13.2 SARC Report

It is recommended that the board approve the following SARC Report for Elite Academic Academy - Mountain Empire.

2022\_ME\_School\_Accountability\_Report\_Card\_Elite\_Academic\_Academy\_-\_Mountain\_Empire\_20230125.pdf

### 13.3 School Calendars for 2023-2024

It is recommended that the board approve the following School Calendars for 2023-2024 for Elite Academic Academy - Mountain Empire.

23\_24 Open Enrollment Calendar draft v1 - Open Enrollment  
23\_24.pdf

Track A 2023-2024 Calendar Awaiting Board Approval - A v3.pdf

Track B 23\_24 calendar - awaiting board approval.pdf

Morgen Lindsey

Motion: Second:

Vote: Morgen; Aye, Lindsey; Aye.  
Item carries 2-0.

Morgen Lindsey

Motion: Second:

Vote: Morgen; Aye, Lindsey; Aye.  
Item carries 2-0.

Morgen Lindsey

Motion: Second:

Vote: Morgen; Aye, Lindsey; Aye.  
Item carries 2-0.

Morgen Lindsey

Motion: Second:

Vote: Morgen; Aye, Lindsey; Aye.  
Item carries 2-0.

Morgen Lindsey

Motion: Second:

Vote: Morgen; Aye, Lindsey; Aye.  
Item carries 2-0.

Morgen Lindsey

Motion: Second:

Vote: Morgen; Aye, Lindsey; Aye.  
Item carries 2-0.

Morgen Lindsey

Motion: Second:

Vote: Morgen; Aye, Lindsey; Aye.  
Item carries 2-0.

Morgen Lindsey

Motion: Second:

Vote: Morgen; Aye, Lindsey; Aye.  
Item carries 2-0.

### 13.4 Elite Blooms Proposal

It is recommended that the board approve the following proposal for Elite Blooms for Elite Academic Academy - Mountain Empire.

Proposal EliteX Blooms Pricing 1.27.23.pdf

Systems and Innovation Architect Pricing 1.27.23.pdf

Morgen Lindsey

Motion: Second:

Vote: Morgen; Aye, Lindsey; Aye.  
Item carries 2-0.

### 14.0 Report of Action Taken in Closed Session

The Board will report any action taken in closed session as required by law.

### 15.0 Calendar

The next regularly scheduled meeting is March 2nd, 2023 at 10:00 am.

### 16.0 Board Comments and Future Planning

### 17.0 Adjournment

In compliance with Government Code section 54957.5, open session materials distributed to Board Members for review prior to a meeting may be viewed at the eliteacademic.com or at the scheduled meeting. Board agenda back-up materials may also be requested by calling the School at 1(866)354-8302. In addition, if you would like a copy of any record related to an item on the agenda, please contact administration.

In compliance with the American with Disabilities Act, if you need special assistance, disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the Charter's Board of Directors, please contact the School at 1(866) 354-8302. Notification 72 hours prior to the meeting will enable the School to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the School shall also make available this agenda and all other public records associated with this meeting in appropriate alternative formats for persons with a disability.

Morgen Lindsey

Motion: Second:

Vote: Morgen; Aye, Lindsey; Aye.  
Item carries 2-0.

Staff Present:

Meghan Freeman

Catherine Heredia

Adam Woodard

Gena Altamirano

Time: 12:10 pm

## Elite Academic Academy - Mountain Empire

| Date      | Vendor Name                   | Account Name                                 | Ref Number     | Amount     |
|-----------|-------------------------------|--|----------------|------------|
| 1/5/2023  | EB 6TH ANNUAL COLLEGE         | Professional Development                     | CC 0348        | \$100.38   |
| 1/5/2023  | ULINE *SHIP SUPPLIES          | Postage & Delivery - Educational             | CC 0348        | \$1,209.21 |
| 1/6/2023  | NEXTIVA*VOIP SERVICE          | Phone / Internet / Website Fees              | CC 0348        | \$2,971.71 |
| 1/10/2023 | WPY*California Department     | Professional Development                     | CC 0348        | \$1,640.00 |
| 1/11/2023 | DLR RESORT RES CRO            | Travel, Lodging & Meals                      | CC 0348        | \$314.73   |
| 1/11/2023 | DLR RESORT RES CRO            | Travel, Lodging & Meals                      | CC 0348        | \$314.73   |
| 1/11/2023 | DLR RESORT RES CRO            | Travel, Lodging & Meals                      | CC 0348        | \$314.73   |
| 1/11/2023 | ZOOM.US 888-799-9666          | Technology Services & Software - Educational | CC 0348        | \$70.52    |
| 1/11/2023 | DLR RESORT RES CRO            | Travel, Lodging & Meals                      | CC 0348        | \$314.73   |
| 1/12/2023 | Sched LLC                     | Technology Services & Software - Business    | CC 0348        | \$299.00   |
| 1/12/2023 | LABOR LAW CENTER              | Misc. Operating Expense                      | CC 0348        | \$349.89   |
| 1/12/2023 | USPS.COM POSTAL STORE         | Postage & Delivery - Educational             | CC 0348        | \$1,102.10 |
| 1/18/2023 | ICE TOWN - CARLSBAD           | Educational Services                         | CC 0348        | \$375.00   |
| 1/18/2023 | ZOOM.US 888-799-9666          | Technology Services & Software - Educational | CC 0348        | \$69.78    |
| 1/19/2023 | ULINE *SHIP SUPPLIES          | Postage & Delivery - Educational             | CC 0348        | \$926.05   |
| 1/19/2023 | VISTAPRINT                    | Marketing                                    | CC 0348        | \$1,812.64 |
| 1/19/2023 | ICE TOWN RIVERSIDE            | Educational Services                         | CC 0348        | \$585.00   |
| 1/19/2023 | ICE TOWN RIVERSIDE            | Educational Services                         | CC 0348        | \$174.00   |
| 1/19/2023 | SP INSTAFRESHENER             | Materials & Supplies - Office                | CC 0348        | \$805.11   |
| 1/20/2023 | ICE TOWN - CARLSBAD           | Educational Services                         | CC 0348        | \$255.00   |
| 1/22/2023 | SEND A CAKE                   | Professional Development                     | CC 0348        | \$5,235.77 |
| 1/22/2023 | DRI*Logi Store                | Materials & Supplies - Office                | CC 0348        | \$116.36   |
| 1/22/2023 | ULINE *SHIP SUPPLIES          | Postage & Delivery - Educational             | CC 0348        | \$630.40   |
| 1/23/2023 | PUNCHBOWL.COM                 | Core Teaching/Student Supplies               | CC 0348        | \$59.88    |
| 1/24/2023 | FEDEX OFFICE 800000836        | Postage & Delivery - Business                | CC 0348        | \$489.38   |
| 1/24/2023 | WPY*California Department     | Professional Development                     | CC 0348        | \$820.00   |
| 1/25/2023 | DLR RESORT RES CRO            | Travel, Lodging & Meals                      | CC 0348        | \$314.73   |
| 1/25/2023 | DLR RESORT RES CRO            | Travel, Lodging & Meals                      | CC 0348        | \$314.73   |
| 1/25/2023 | GOOSECHASE.COM                | Educational Services                         | CC 0348        | \$299.00   |
| 1/30/2023 | FEDEX OFFICE 800000836        | Postage & Delivery - Business                | CC 0348        | \$1,813.56 |
| 1/31/2023 | WALMART.COM                   | Professional Development                     | CC 0348        | \$46.78    |
| 2/1/2023  | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Manuals &  | 1QRT-NJ3D-K9D1 | \$27.78    |
| 2/1/2023  | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Manuals &  | 1QHC-PGH6-HTKV | \$895.10   |
| 2/1/2023  | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Manuals &  | 1RHL-43CK-1DGN | \$10.85    |

## Elite Academic Academy - Mountain Empire

|          |                               |   |                |            |
|----------|-------------------------------|---|----------------|------------|
| 2/1/2023 | Beautiful Feet Books, Inc.    | Approved Core Curriculum, Teacher Manuals & | 18755          | \$105.66   |
| 2/1/2023 | Beautiful Feet Books, Inc.    | Approved Core Curriculum, Teacher Manuals & | 18778          | \$61.97    |
| 2/1/2023 | Rainbow Resource Center       | Approved Core Curriculum, Teacher Manuals & | 3951719        | \$793.66   |
| 2/1/2023 | Rainbow Resource Center       | Approved Core Curriculum, Teacher Manuals & | 3959714        | \$234.86   |
| 2/1/2023 | Rainbow Resource Center       | Approved Core Curriculum, Teacher Manuals & | 3959711        | \$27.97    |
| 2/1/2023 | Rainbow Resource Center       | Approved Core Curriculum, Teacher Manuals & | 3960875        | \$104.76   |
| 2/1/2023 | Rainbow Resource Center       | Approved Core Curriculum, Teacher Manuals & | 3961073        | \$227.73   |
| 2/1/2023 | Rainbow Resource Center       | Approved Core Curriculum, Teacher Manuals & | 3961172        | \$117.66   |
| 2/1/2023 | Rainbow Resource Center       | Approved Core Curriculum, Teacher Manuals & | 3962051        | \$15.85    |
| 2/1/2023 | Rainbow Resource Center       | Approved Core Curriculum, Teacher Manuals & | 3962362        | \$104.34   |
| 2/1/2023 | School Specialty, LLC         | Approved Core Curriculum, Teacher Manuals & | 2.08132E+11    | \$40.00    |
| 2/1/2023 | Singapore Math Inc.           | Approved Core Curriculum, Teacher Manuals & | S256940        | \$186.06   |
| 2/1/2023 | Waldorf Essentials            | Approved Core Curriculum, Teacher Manuals & | 95             | \$1,162.50 |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies              | 1XML-Q99N-CCRF | \$18.19    |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies              | 1LNR-C7JQ-H634 | \$7.54     |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies              | 1GG1-XCFQ-GR3T | \$7.58     |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies              | 1PIK-X1P6-HVVV | \$2.93     |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies              | 13L3-Q7WF-YDRC | \$18.39    |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies              | 1Y6K-4RPN-YJRH | \$18.39    |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies              | 19V3-CTG7-Y3JX | \$18.31    |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies              | 11FG-QL7P-YKYL | \$18.31    |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies              | 1W61-W6XK-XXQF | \$18.31    |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies              | 1JFM-P6KM-XX9Y | \$18.31    |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies              | 1XH6-V3VX-3DQX | \$49.03    |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies              | 1N6P-7V1F-7K6W | \$18.43    |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies              | 1F36-XLP3-4YJM | \$18.31    |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies              | 1FRW-46KQ-4R63 | \$18.31    |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies              | 1F36-XLP3-4K6Q | \$18.31    |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies              | 1XH6-V3VX-7KQJ | \$35.86    |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies              | 1WX6-C7YG-74F3 | \$18.31    |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies              | 1TCY-KYCY-3317 | \$18.31    |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies              | 1CY7-MG3D-94PT | \$18.43    |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies              | 1TDT-7GRK-4KQY | \$18.31    |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies              | 1M7T-GDDP-76MF | \$18.31    |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies              | 1113-16PK-9G9R | \$18.48    |

## Elite Academic Academy - Mountain Empire

|          |                               |                                |                     |            |
|----------|-------------------------------|--------------------------------|---------------------|------------|
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1X11-G6TW-3D64      | \$18.31    |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1PR6-77J9-1NXL      | \$19.56    |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1TD7-HMGK-4L4X      | \$147.00   |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1WNK-G3HV-GDRD      | \$60.68    |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 16QT-CYCY-GV7T      | \$42.81    |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1CM7-FJC4-HTPP      | \$123.59   |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1D1Q-H6HK-3X7G      | \$15.07    |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1QXD-WDTV-9333      | \$53.86    |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1GK1-T9RY-CYMM      | \$31.89    |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1CWG-PCJ9-9VND      | \$53.49    |
| 2/1/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1D1Q-H6HK-7JW6      | \$47.95    |
| 2/1/2023 | Caroline Thompson             | Core Teaching/Student Supplies | THO010523           | \$258.01   |
| 2/1/2023 | KiwiCo, Inc.                  | Core Teaching/Student Supplies | KE-DFE9A66A10142243 | \$247.77   |
| 2/1/2023 | KiwiCo, Inc.                  | Core Teaching/Student Supplies | KE-6FA00ABE01102311 | \$495.54   |
| 2/1/2023 | Lakeshore Learning Materials  | Core Teaching/Student Supplies | 3.23206E+11         | \$39.30    |
| 2/1/2023 | Mimeo.com, Inc                | Core Teaching/Student Supplies | 1878919             | \$1,058.23 |
| 2/1/2023 | Rainbow Resource Center       | Core Teaching/Student Supplies | 3951716             | \$403.96   |
| 2/1/2023 | Skinit Acquisition LLC        | Core Teaching/Student Supplies | PSI-20024921        | \$425.56   |
| 2/1/2023 | Therry Boissonneault          | Core Teaching/Student Supplies | BOI011023           | \$39.00    |
| 2/1/2023 | ATH Academy                   | Educational Services           | 527327945           | \$210.00   |
| 2/1/2023 | Aerial Theory                 | Educational Services           | 527305301           | \$200.50   |
| 2/1/2023 | Aislynn Gamez                 | Educational Services           | GAM010623           | \$450.00   |
| 2/1/2023 | Amy Enger                     | Educational Services           | ENG010423a          | \$120.00   |
| 2/1/2023 | Amy Enger                     | Educational Services           | ENG010423           | \$100.00   |
| 2/1/2023 | Amy Enger                     | Educational Services           | ENG011023           | \$100.00   |
| 2/1/2023 | Branche Jones                 | Educational Services           | 110                 | \$1,500.00 |
| 2/1/2023 | Cece's Artistic Touch         | Educational Services           | 527296154           | \$200.00   |
| 2/1/2023 | Coastal Music Studios         | Educational Services           | 527305322           | \$160.00   |
| 2/1/2023 | Cristina Duke                 | Educational Services           | DUK011023a          | \$40.00    |
| 2/1/2023 | Cristina Duke                 | Educational Services           | DUK011023b          | \$40.00    |
| 2/1/2023 | Cristina Duke                 | Educational Services           | DUK011023           | \$40.00    |
| 2/1/2023 | Elizabeth Jacinto             | Educational Services           | JAC010623           | \$160.00   |
| 2/1/2023 | Foundations Tutoring          | Educational Services           | 527305323           | \$280.00   |
| 2/1/2023 | Friends of Willow Tree        | Educational Services           | 527296159           | \$9,670.41 |
| 2/1/2023 | Gymniny Kids Inc              | Educational Services           | 527302297           | \$1,064.30 |

## Elite Academic Academy - Mountain Empire

|          |                                       |                               |                |             |
|----------|---------------------------------------|-------------------------------|----------------|-------------|
| 2/1/2023 | Head2Heart Partners in Education      | Educational Services          | 527298493      | \$50.00     |
| 2/1/2023 | Jamie Salgado                         | Educational Services          | SAL011023      | \$163.00    |
| 2/1/2023 | Jeffrey Johnson                       | Educational Services          | 527315277      | \$810.00    |
| 2/1/2023 | Jessica Sibole                        | Educational Services          | SIB011023      | \$28.00     |
| 2/1/2023 | Laura Ramirez                         | Educational Services          | RAM010623      | \$100.00    |
| 2/1/2023 | Lily Diehl                            | Educational Services          | 527302295      | \$175.00    |
| 2/1/2023 | Marcelle Caratti                      | Educational Services          | 527302296      | \$120.00    |
| 2/1/2023 | Melissa Cole                          | Educational Services          | 527296153      | \$495.00    |
| 2/1/2023 | Melissa J. Diwa Enterprises           | Educational Services          | 527296145      | \$384.00    |
| 2/1/2023 | Melissa J. Diwa Enterprises           | Educational Services          | 527307703      | \$90.00     |
| 2/1/2023 | Michelle Peabody                      | Educational Services          | PEA011023a     | \$760.00    |
| 2/1/2023 | Michelle Peabody                      | Educational Services          | PEA011023      | \$1,425.00  |
| 2/1/2023 | Mikala Aragon                         | Educational Services          | 527320917      | \$280.00    |
| 2/1/2023 | Miroslava Morrissey                   | Educational Services          | MOR011023      | \$136.00    |
| 2/1/2023 | Oceanside Ivey Ranch Park Associati   | Educational Services          | 527320922      | \$417.49    |
| 2/1/2023 | Power of Leverage Brazilian Jiu Jitsu | Educational Services          | 527296165      | \$495.00    |
| 2/1/2023 | Rebecca Shue                          | Educational Services          | 527296169      | \$531.53    |
| 2/1/2023 | Regine Swim                           | Educational Services          | 527305330      | \$502.50    |
| 2/1/2023 | Rock Rose School for Creative Learnin | Educational Services          | 527295102      | \$1,160.00  |
| 2/1/2023 | Sara Krause-Whyte                     | Educational Services          | 527321982      | \$1,823.34  |
| 2/1/2023 | Sarah Kittle                          | Educational Services          | KIT010523      | \$102.95    |
| 2/1/2023 | Sarah Kittle                          | Educational Services          | KIT010623      | \$480.00    |
| 2/1/2023 | Selene A. Gomez                       | Educational Services          | 527296163      | \$120.00    |
| 2/1/2023 | Shannon Bryan                         | Educational Services          | BRY010623      | \$300.00    |
| 2/1/2023 | Tutoring by Patty Orlaski LLC         | Educational Services          | 527296172      | \$480.00    |
| 2/1/2023 | Vinicius Fornari                      | Educational Services          | FOR010523      | \$150.00    |
| 2/1/2023 | Anthem Blue Cross                     | Health Insurance              | 2.02302E+11    | \$16,160.52 |
| 2/1/2023 | Guardian                              | Health Insurance              | 002Feb2023     | \$2,582.38  |
| 2/1/2023 | Amazon Capital Services, Inc.         | Materials & Supplies - Office | 1JWL-K39F-KCJ7 | \$24.47     |
| 2/1/2023 | Prime Educational Solutions           | Misc. Operating Expense       | 1079           | \$83,041.26 |
| 2/1/2023 | Pioneer Nashville II, LLC             | Rent - Facilities Lease       | 002Feb23STE130 | \$1,030.50  |
| 2/1/2023 | Specialized Therapy Services, Inc.    | Special Education Services    | ELAA02-1122    | \$988.75    |
| 2/1/2023 | TSW Therapy, Inc.                     | Special Education Services    | 1328           | \$4,957.50  |
| 2/1/2023 | TSW Therapy, Inc.                     | Special Education Services    | 1314           | \$3,787.00  |
| 2/1/2023 | TSW Therapy, Inc.                     | Special Education Services    | 1315           | \$1,482.00  |



## Elite Academic Academy - Mountain Empire

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| 2/1/2023 | The Upward Bound School Inc                                  | Special Education Services                   | 2022-EAA-8     | \$4,986.25 |
| 2/1/2023 | AGiRepair, Inc.  | Technology Services & Software - Educational | 52468          | \$119.00   |
| 2/1/2023 | AGiRepair, Inc.  | Technology Services & Software - Educational | 53351          | \$119.00   |
| 2/1/2023 | AGiRepair, Inc.  | Technology Services & Software - Educational | 53350          | \$208.50   |
| 2/1/2023 | School Pathways Holdings, LLC                                | Technology Services & Software - Educational | 140-INV4297    | \$4,001.08 |
| 2/3/2023 | Savannah Schuster  | Educational Services                         | 12723          | \$720.00   |
| 2/3/2023 | Wildomar Valley Wood Products, Inc., Rent - Facilities Lease | Postage & Delivery - Educational             | 02Feb2023Lease | \$2,752.50 |
| 2/6/2023 | FIS LOCKBOX OPERATIONS ATTN:PITN                             | Postage & Delivery - Educational             | 014ME          | \$5,000.00 |
| 2/8/2023 | Accelerate Education, Inc.                                   | Approved Core Curriculum, Teacher Manuals &  | 5536           | \$314.50   |
| 2/8/2023 | All About Learning Press, Inc.                               | Approved Core Curriculum, Teacher Manuals &  | 914190         | \$183.90   |
| 2/8/2023 | Amazon Capital Services, Inc.                                | Approved Core Curriculum, Teacher Manuals &  | 1F74-174X-64KN | \$26.05    |
| 2/8/2023 | Amazon Capital Services, Inc.                                | Approved Core Curriculum, Teacher Manuals &  | 1FVR-PMGF-91YT | \$15.83    |
| 2/8/2023 | Amazon Capital Services, Inc.                                | Approved Core Curriculum, Teacher Manuals &  | 1GND-17WV-9XH4 | \$48.74    |
| 2/8/2023 | Curiosity Chronicles   | Approved Core Curriculum, Teacher Manuals &  | 456            | \$88.99    |
| 2/8/2023 | Edmentum, INC.   | Approved Core Curriculum, Teacher Manuals &  | INV204608      | \$42.60    |
| 2/8/2023 | Miaplaza, Inc.   | Approved Core Curriculum, Teacher Manuals &  | 3677           | \$37.95    |
| 2/8/2023 | Miaplaza, Inc.   | Approved Core Curriculum, Teacher Manuals &  | 3679           | \$37.95    |
| 2/8/2023 | Miaplaza, Inc.   | Approved Core Curriculum, Teacher Manuals &  | 3680           | \$37.95    |
| 2/8/2023 | Miaplaza, Inc.   | Approved Core Curriculum, Teacher Manuals &  | 3678           | \$37.95    |
| 2/8/2023 | Outschool, Inc.  | Approved Core Curriculum, Teacher Manuals &  | 12345710239    | \$13.00    |
| 2/8/2023 | Rainbow Resource Center                                      | Approved Core Curriculum, Teacher Manuals &  | 3966586        | \$85.84    |
| 2/8/2023 | Rainbow Resource Center                                      | Approved Core Curriculum, Teacher Manuals &  | 3966590        | \$279.42   |
| 2/8/2023 | Rainbow Resource Center                                      | Approved Core Curriculum, Teacher Manuals &  | 3966608        | \$242.96   |
| 2/8/2023 | Rainbow Resource Center                                      | Approved Core Curriculum, Teacher Manuals &  | 3966585        | \$69.97    |
| 2/8/2023 | Rainbow Resource Center                                      | Approved Core Curriculum, Teacher Manuals &  | 3967333        | \$137.30   |
| 2/8/2023 | Rainbow Resource Center                                      | Approved Core Curriculum, Teacher Manuals &  | 3967331        | \$67.02    |
| 2/8/2023 | Rainbow Resource Center                                      | Approved Core Curriculum, Teacher Manuals &  | 3967335        | \$37.27    |
| 2/8/2023 | Rainbow Resource Center                                      | Approved Core Curriculum, Teacher Manuals &  | 3967323        | \$27.92    |
| 2/8/2023 | Rainbow Resource Center                                      | Approved Core Curriculum, Teacher Manuals &  | 3967317        | \$37.94    |
| 2/8/2023 | Rainbow Resource Center                                      | Approved Core Curriculum, Teacher Manuals &  | 3967329        | \$21.45    |
| 2/8/2023 | Rainbow Resource Center                                      | Approved Core Curriculum, Teacher Manuals &  | 3967286        | \$166.20   |
| 2/8/2023 | Rainbow Resource Center                                      | Approved Core Curriculum, Teacher Manuals &  | 3967327        | \$84.43    |
| 2/8/2023 | Rainbow Resource Center                                      | Approved Core Curriculum, Teacher Manuals &  | 3967306        | \$72.11    |
| 2/8/2023 | Rainbow Resource Center                                      | Approved Core Curriculum, Teacher Manuals &  | 3967347        | \$290.93   |
| 2/8/2023 | Rainbow Resource Center                                      | Approved Core Curriculum, Teacher Manuals &  | 3967309        | \$189.95   |

## Elite Academic Academy - Mountain Empire

|          |   |   |                     |          |
|----------|---|---|---------------------|----------|
| 2/8/2023 | Rainbow Resource Center                 | Approved Core Curriculum, Teacher Manuals & | 3967308             | \$165.50 |
| 2/8/2023 | Singapore Math Inc.                     | Approved Core Curriculum, Teacher Manuals & | S257971             | \$153.82 |
| 2/8/2023 | Singapore Math Inc.                     | Approved Core Curriculum, Teacher Manuals & | S257827             | \$186.06 |
| 2/8/2023 | Studies Weekly                          | Approved Core Curriculum, Teacher Manuals & | 469294              | \$86.09  |
| 2/8/2023 | Teacher Synergy LLC                     | Approved Core Curriculum, Teacher Manuals & | 218032600           | \$4.72   |
| 2/8/2023 | Teacher Synergy LLC                     | Approved Core Curriculum, Teacher Manuals & | 218163583           | \$9.90   |
| 2/8/2023 | Teacher Synergy LLC                     | Approved Core Curriculum, Teacher Manuals & | 218163377           | \$8.00   |
| 2/8/2023 | The Regents of the University of Califc | Approved Core Curriculum, Teacher Manuals & | 165460              | \$399.00 |
| 2/8/2023 | Thinkwell Corporation                   | Approved Core Curriculum, Teacher Manuals & | 206333              | \$327.98 |
| 2/8/2023 | Well Trained Mind Press                 | Approved Core Curriculum, Teacher Manuals & | 56056               | \$90.85  |
| 2/8/2023 | Morgen Oelckers                         | Board Stipends - Attendance                 | 02Feb2023ME         | \$300.00 |
| 2/8/2023 | Pitney Bowes Global Financial Services  | Business Services                           | 3105936517          | \$104.45 |
| 2/8/2023 | Amazon Capital Services, Inc.           | Core Teaching/Student Supplies              | 1RHQ-H9K7-HHFL      | \$35.86  |
| 2/8/2023 | Amazon Capital Services, Inc.           | Core Teaching/Student Supplies              | 13KV-R3YR-HFYP      | \$20.24  |
| 2/8/2023 | Amazon Capital Services, Inc.           | Core Teaching/Student Supplies              | 1VHW-TJ4F-1LM6      | \$54.36  |
| 2/8/2023 | Amazon Capital Services, Inc.           | Core Teaching/Student Supplies              | 1LRC-H3KF-C7G1      | \$17.23  |
| 2/8/2023 | Amazon Capital Services, Inc.           | Core Teaching/Student Supplies              | 1GND-17WV-CYJW      | \$161.57 |
| 2/8/2023 | Amazon Capital Services, Inc.           | Core Teaching/Student Supplies              | 19KV-YGDX-CQQH      | \$108.83 |
| 2/8/2023 | Amazon Capital Services, Inc.           | Core Teaching/Student Supplies              | 1G3K-WNCD-CQWV      | \$62.62  |
| 2/8/2023 | Amazon Capital Services, Inc.           | Core Teaching/Student Supplies              | 16WX-MX6F-CT7V      | \$14.00  |
| 2/8/2023 | Amazon Capital Services, Inc.           | Core Teaching/Student Supplies              | 1J6D-D61M-9VRX      | \$7.64   |
| 2/8/2023 | Amazon Capital Services, Inc.           | Core Teaching/Student Supplies              | 11V1-QPM7-DNWT      | \$36.07  |
| 2/8/2023 | Jostens                                 | Core Teaching/Student Supplies              | 30057058            | \$25.88  |
| 2/8/2023 | KiwiCo, Inc.                            | Core Teaching/Student Supplies              | KE-F635AEEB01152317 | \$147.80 |
| 2/8/2023 | KiwiCo, Inc.                            | Core Teaching/Student Supplies              | KE-61F7490801182339 | \$134.63 |
| 2/8/2023 | KiwiCo, Inc.                            | Core Teaching/Student Supplies              | KE-2C16602901182341 | \$134.63 |
| 2/8/2023 | KiwiCo, Inc.                            | Core Teaching/Student Supplies              | KE-C5DC130C01182344 | \$135.26 |
| 2/8/2023 | Lakeshore Learning Materials            | Core Teaching/Student Supplies              | 3.5859E+11          | \$181.15 |
| 2/8/2023 | Little Passports, Inc                   | Core Teaching/Student Supplies              | IN-0000994989       | \$180.70 |
| 2/8/2023 | Little Passports, Inc                   | Core Teaching/Student Supplies              | IN-0000994990       | \$180.70 |
| 2/8/2023 | Little Passports, Inc                   | Core Teaching/Student Supplies              | IN-0000995001       | \$180.70 |
| 2/8/2023 | Rainbow Resource Center                 | Core Teaching/Student Supplies              | 3967338             | \$159.39 |
| 2/8/2023 | Schoolhouse Discoveries LLC             | Core Teaching/Student Supplies              | 1086                | \$393.28 |
| 2/8/2023 | Alisha Rodriguez                        | Educational Services                        | ROD011323           | \$45.44  |
| 2/8/2023 | Allison Browning                        | Educational Services                        | 527325943           | \$290.00 |

## Elite Academic Academy - Mountain Empire

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|-----------|---------------------------------------|--------------------------------|-----------------|-------------|
| 2/8/2023  | Ana Gutierrez-Soto                    | Educational Services           | GUT011323       | \$105.00    |
| 2/8/2023  | Ana Gutierrez-Soto                    | Educational Services           | GUT011323a      | \$105.00    |
| 2/8/2023  | Candace Nielson                       | Educational Services           | NIE011223       | \$60.00     |
| 2/8/2023  | Candace Nielson                       | Educational Services           | NIE011223b      | \$60.00     |
| 2/8/2023  | Candace Nielson                       | Educational Services           | NIE011223a      | \$60.00     |
| 2/8/2023  | Caroline Thompson                     | Educational Services           | THO011323       | \$300.00    |
| 2/8/2023  | Elena Lemmon                          | Educational Services           | LEM011323       | \$328.00    |
| 2/8/2023  | Elizabeth Burman                      | Educational Services           | BUR011223       | \$100.00    |
| 2/8/2023  | Elizabeth Burman                      | Educational Services           | BUR011223a      | \$75.00     |
| 2/8/2023  | Grace Mun                             | Educational Services           | MUNO11223       | \$110.00    |
| 2/8/2023  | Heavy Skies Music, Inc.               | Educational Services           | 1152            | \$11,475.00 |
| 2/8/2023  | Jacquelynn Hoare                      | Educational Services           | HOA011323a      | \$140.00    |
| 2/8/2023  | Jacquelynn Hoare                      | Educational Services           | HOA011323       | \$140.00    |
| 2/8/2023  | Jeanette Helfers                      | Educational Services           | HEL011223       | \$84.00     |
| 2/8/2023  | Kelsey Jauregui                       | Educational Services           | JAU011223a      | \$70.00     |
| 2/8/2023  | Kelsey Jauregui                       | Educational Services           | JAU011223       | \$70.00     |
| 2/8/2023  | Marcelle Caratti                      | Educational Services           | 5273337980      | \$480.00    |
| 2/8/2023  | Melissa J. Diwa Enterprises           | Educational Services           | 527333922       | \$336.00    |
| 2/8/2023  | Miroslava Morrissey                   | Educational Services           | MOR011323       | \$140.00    |
| 2/8/2023  | Murrieta Academy of Music and Perfo   | Educational Services           | 527333935       | \$304.00    |
| 2/8/2023  | Natalia Martinez                      | Educational Services           | MAR011823       | \$345.00    |
| 2/8/2023  | Natalia Martinez                      | Educational Services           | MAR011823a      | \$370.00    |
| 2/8/2023  | Natalia Martinez                      | Educational Services           | MAR011823b      | \$300.00    |
| 2/8/2023  | Neesha N. Rahim                       | Educational Services           | 113             | \$3,750.00  |
| 2/8/2023  | Paula Wilson                          | Educational Services           | WIL011323       | \$538.00    |
| 2/8/2023  | Power of Leverage Brazilian Jiu Jitsu | Educational Services           | 5273337982      | \$165.00    |
| 2/8/2023  | Theatrical Arts International Foundat | Educational Services           | 108             | \$362.50    |
| 2/8/2023  | Knight Security & Fire Systems        | Fire, Alarm & Pest control     | 159850          | \$20.00     |
| 2/8/2023  | FlipSwitch Marketing LLC              | Marketing                      | INVM353         | \$8,448.01  |
| 2/8/2023  | Amazon Capital Services, Inc.         | Materials & Supplies - Office  | 1LFT-VVM4-CYMJ  | \$17.96     |
| 2/8/2023  | Life Storage                          | Rent - Facilities Lease        | 001Jan23#658b   | \$116.50    |
| 2/8/2023  | The Speech and Language Group, Inc.   | Special Education Services     | 44896           | \$281.25    |
| 2/8/2023  | Southern California Edison            | Utilities - Gas/Electric/Water | 002FebSCE2023ME | \$57.76     |
| 2/8/2023  | Marsh & McLennan Agency, LLC          | Workers Compensation           | 2140204         | \$2,514.50  |
| 2/14/2023 | Lindsey Burkett                       | Board Stipends - Attendance    | 02Feb2023ME     | \$300.00    |

## Elite Academic Academy - Mountain Empire

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|-----------|---|---|-----------------|----------|
| 2/17/2023 | Amazon Capital Services, Inc.           | Approved Core Curriculum, Teacher Manuals & | 1PH3-LN1X-3XCD  | \$7.54   |
| 2/17/2023 | Amazon Capital Services, Inc.           | Approved Core Curriculum, Teacher Manuals & | 1WF3-734R-6NM3  | \$193.20 |
| 2/17/2023 | Amazon Capital Services, Inc.           | Approved Core Curriculum, Teacher Manuals & | 1Q17-HDDD-9XQF  | \$66.56  |
| 2/17/2023 | Amazon Capital Services, Inc.           | Approved Core Curriculum, Teacher Manuals & | 1G7X-DHGD-DYJW  | \$129.31 |
| 2/17/2023 | Amazon Capital Services, Inc.           | Approved Core Curriculum, Teacher Manuals & | 1N9M-MCL3-1JWK  | \$8.27   |
| 2/17/2023 | Amazon Capital Services, Inc.           | Approved Core Curriculum, Teacher Manuals & | 1YQW-VTMQ-6F1Q  | \$22.43  |
| 2/17/2023 | Amazon Capital Services, Inc.           | Approved Core Curriculum, Teacher Manuals & | 1D6N-7TT3-4YDF  | \$13.98  |
| 2/17/2023 | Amazon Capital Services, Inc.           | Approved Core Curriculum, Teacher Manuals & | 1CVD-XWJN-INCF  | \$19.56  |
| 2/17/2023 | AoPS Incorporated                       | Approved Core Curriculum, Teacher Manuals & | INV228852       | \$63.90  |
| 2/17/2023 | BookShark, LLC                          | Approved Core Curriculum, Teacher Manuals & | BI0016846       | \$211.19 |
| 2/17/2023 | Learning Without Tears                  | Approved Core Curriculum, Teacher Manuals & | INV166639       | \$17.73  |
| 2/17/2023 | Logic of English                        | Approved Core Curriculum, Teacher Manuals & | SI-170443       | \$50.28  |
| 2/17/2023 | MEL Science U.S., LLC                   | Approved Core Curriculum, Teacher Manuals & | AL2023012305    | \$225.63 |
| 2/17/2023 | Outschool, Inc.                         | Approved Core Curriculum, Teacher Manuals & | 12345710603     | \$675.00 |
| 2/17/2023 | Outschool, Inc.                         | Approved Core Curriculum, Teacher Manuals & | 12345710602     | \$288.00 |
| 2/17/2023 | Rainbow Resource Center                 | Approved Core Curriculum, Teacher Manuals & | 3970278         | \$80.95  |
| 2/17/2023 | Studies Weekly                          | Approved Core Curriculum, Teacher Manuals & | 466031          | \$32.27  |
| 2/17/2023 | Studies Weekly                          | Approved Core Curriculum, Teacher Manuals & | 469451          | \$43.05  |
| 2/17/2023 | The Regents of the University of Califo | Approved Core Curriculum, Teacher Manuals & | 153744          | \$798.00 |
| 2/17/2023 | The Regents of the University of Califo | Approved Core Curriculum, Teacher Manuals & | 167261          | \$399.00 |
| 2/17/2023 | The Regents of the University of Califo | Approved Core Curriculum, Teacher Manuals & | 168285          | \$399.00 |
| 2/17/2023 | Well Trained Mind Press                 | Approved Core Curriculum, Teacher Manuals & | 56064           | \$46.95  |
| 2/17/2023 | Alexander Runk                          | Core Teaching/Student Supplies              | RUN012423       | \$149.74 |
| 2/17/2023 | Amazon Capital Services, Inc.           | Core Teaching/Student Supplies              | 1JC3-1JKL-44HW  | \$68.39  |
| 2/17/2023 | Amazon Capital Services, Inc.           | Core Teaching/Student Supplies              | 1V6C-PFLV-3T7T  | \$153.17 |
| 2/17/2023 | Amazon Capital Services, Inc.           | Core Teaching/Student Supplies              | 1YG9-DK39-3DTQ  | \$107.74 |
| 2/17/2023 | Amazon Capital Services, Inc.           | Core Teaching/Student Supplies              | 1LFT-VWMM4-FWD1 | \$15.07  |
| 2/17/2023 | Amazon Capital Services, Inc.           | Core Teaching/Student Supplies              | 1DP1-PKfV-3GQ3  | \$21.92  |
| 2/17/2023 | Amazon Capital Services, Inc.           | Core Teaching/Student Supplies              | 1PJH-4T34-7N7M  | \$71.96  |
| 2/17/2023 | Amazon Capital Services, Inc.           | Core Teaching/Student Supplies              | 1NRV-PG9N-6LLD  | \$293.94 |
| 2/17/2023 | Amazon Capital Services, Inc.           | Core Teaching/Student Supplies              | 1DD9-V3TP-GYCP  | \$112.02 |
| 2/17/2023 | Amazon Capital Services, Inc.           | Core Teaching/Student Supplies              | 1KX7-PW1P-HCTV  | \$68.93  |
| 2/17/2023 | Amazon Capital Services, Inc.           | Core Teaching/Student Supplies              | 1D34-7F43-HGTV  | \$110.60 |
| 2/17/2023 | Amazon Capital Services, Inc.           | Core Teaching/Student Supplies              | 16JT-FV3H-JT1J  | \$155.48 |
| 2/17/2023 | Amazon Capital Services, Inc.           | Core Teaching/Student Supplies              | 19FH-6RYD-JK16  | \$189.61 |

## Elite Academic Academy - Mountain Empire

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|-----------|-------------------------------|--------------------------------|---------------------|------------|
| 2/17/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1QLQ-VXD6-KN1J      | \$137.72   |
| 2/17/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 19FH-6RYD-MCKY      | \$46.35    |
| 2/17/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 14J9-TYXY-1M3Q      | \$38.34    |
| 2/17/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 147Q-PDVM-1CGX      | \$38.34    |
| 2/17/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 13W9-NCJJ-1GWW      | \$39.86    |
| 2/17/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 13F1-GKMM-1GV7      | \$8.66     |
| 2/17/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1VQF-W31L-1DHW      | \$45.31    |
| 2/17/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1MX4-Q4CF-34J1      | \$6.78     |
| 2/17/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 139M-GJVL-4K9H      | \$23.81    |
| 2/17/2023 | B & H Foto & Electronics Corp | Core Teaching/Student Supplies | 210060698           | \$130.82   |
| 2/17/2023 | B & H Foto & Electronics Corp | Core Teaching/Student Supplies | 210099554           | \$5.38     |
| 2/17/2023 | Home Science Tools            | Core Teaching/Student Supplies | 482935              | \$111.34   |
| 2/17/2023 | Home Science Tools            | Core Teaching/Student Supplies | 483349              | \$34.87    |
| 2/17/2023 | Jamie Augusto                 | Core Teaching/Student Supplies | AUG012423           | \$468.00   |
| 2/17/2023 | KiwiCo, Inc.                  | Core Teaching/Student Supplies | KE-233D654D01222313 | \$134.63   |
| 2/17/2023 | Little Passports, Inc         | Core Teaching/Student Supplies | IN-0000995033       | \$361.39   |
| 2/17/2023 | Mimeo.com, Inc                | Core Teaching/Student Supplies | 1882384             | \$665.16   |
| 2/17/2023 | Rainbow Resource Center       | Core Teaching/Student Supplies | 3968765             | \$23.92    |
| 2/17/2023 | Aislynn Gamez                 | Educational Services           | GAM012023           | \$83.00    |
| 2/17/2023 | Alexander Runk                | Educational Services           | RUN012423           | \$20.00    |
| 2/17/2023 | Alisha Rodriguez              | Educational Services           | ROD011923           | \$136.31   |
| 2/17/2023 | Alisha Rodriguez              | Educational Services           | ROD012023           | \$206.00   |
| 2/17/2023 | Ana Gutierrez-Soto            | Educational Services           | GUT011923           | \$105.00   |
| 2/17/2023 | Bryan Thunstrom               | Educational Services           | THU011923           | \$309.00   |
| 2/17/2023 | Bryan Thunstrom               | Educational Services           | THU012023a          | \$659.00   |
| 2/17/2023 | Bryan Thunstrom               | Educational Services           | THU012023           | \$309.00   |
| 2/17/2023 | Caroline Beus                 | Educational Services           | 527352941           | \$275.00   |
| 2/17/2023 | Caroline Thompson             | Educational Services           | THO012023           | \$975.00   |
| 2/17/2023 | Cheryl McCormick              | Educational Services           | 12                  | \$1,440.00 |
| 2/17/2023 | Christie Lloyd                | Educational Services           | LLO012423           | \$150.00   |
| 2/17/2023 | Coastal Music Studios         | Educational Services           | 527340626           | \$150.00   |
| 2/17/2023 | Desiree Watson                | Educational Services           | WAT012423           | \$50.00    |
| 2/17/2023 | Edna Vazquez                  | Educational Services           | VAZ012323           | \$51.00    |
| 2/17/2023 | Edward Walker                 | Educational Services           | WAL011923b          | \$140.00   |
| 2/17/2023 | Edward Walker                 | Educational Services           | WAL011923           | \$140.00   |

## Elite Academic Academy - Mountain Empire

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|-----------|--|--------------------------------|-----------------|------------|
| 2/17/2023 | Edward Walker                          | Educational Services           | WAL011923a      | \$140.00   |
| 2/17/2023 | Elaine Huffman                         | Educational Services           | HUF012023       | \$112.50   |
| 2/17/2023 | Elaine Huffman                         | Educational Services           | HUF012423       | \$112.50   |
| 2/17/2023 | HOPE Vision Center                     | Educational Services           | 362             | \$720.00   |
| 2/17/2023 | HOPE Vision Center                     | Educational Services           | 363             | \$100.00   |
| 2/17/2023 | Jeannette Growler                      | Educational Services           | GRO012323       | \$68.00    |
| 2/17/2023 | Jessica Weeks                          | Educational Services           | WEE012423       | \$425.00   |
| 2/17/2023 | Lena Olson                             | Educational Services           | 3               | \$250.00   |
| 2/17/2023 | Lisa Chen                              | Educational Services           | CHE012323       | \$45.00    |
| 2/17/2023 | Melissa J. Diwa Enterprises            | Educational Services           | 537343599       | \$3,213.00 |
| 2/17/2023 | Melissa Rowley                         | Educational Services           | ROW012423       | \$449.00   |
| 2/17/2023 | Rock Rose School for Creative Learning | Educational Services           | 527337964       | \$300.00   |
| 2/17/2023 | Rovena Jaggernaut                      | Educational Services           | JAG012323       | \$220.00   |
| 2/17/2023 | Savannah Schuster                      | Educational Services           | 21023           | \$800.00   |
| 2/17/2023 | The Tadros LLC                         | Educational Services           | 106             | \$300.00   |
| 2/17/2023 | Tiffany Kyle                           | Educational Services           | KYL012323       | \$17.00    |
| 2/17/2023 | Vanessa Anderson                       | Educational Services           | 527340625       | \$30.00    |
| 2/17/2023 | Certifix Live Scan                     | Fingerprinting                 | 71691           | \$57.00    |
| 2/17/2023 | Great American Insurance Group         | General Liability Insurance    | 002Feb2023ME    | \$5,728.50 |
| 2/17/2023 | Mary R. Pierce, Esq.                   | Legal Fees                     | 202301          | \$1,089.38 |
| 2/17/2023 | Amazon Capital Services, Inc.          | Professional Development       | 1NRV-PG9N-4GJR  | \$74.04    |
| 2/17/2023 | Amazon Capital Services, Inc.          | Professional Development       | 11TX-73TG-46QF  | \$70.20    |
| 2/17/2023 | Amazon Capital Services, Inc.          | Professional Development       | 1DX1-FVLP-47TM  | \$479.34   |
| 2/17/2023 | Floral Design by Susan C               | Professional Development       | 10221           | \$225.00   |
| 2/17/2023 | McColgan & Associates, Inc.            | Special Education Services     | 4811            | \$775.00   |
| 2/17/2023 | McColgan & Associates, Inc.            | Special Education Services     | 4812            | \$2,045.00 |
| 2/17/2023 | Specialized Therapy Services, Inc.     | Special Education Services     | ELAA02-1222     | \$727.50   |
| 2/17/2023 | Amazon Capital Services, Inc.          | Technology Equipment - Staff   | 1NVQ-JQJP-417C  | \$546.65   |
| 2/17/2023 | Southern California Edison             | Utilities - Gas/Electric/Water | 003MarSCE2023ME | \$84.74    |
| 2/28/2023 | Dodgers Tickets LLC                    | Educational Services           | 20823           | \$1,377.00 |
| 2/28/2023 | Kimberly Keeth                         | Educational Services           | 527367152       | \$3,905.00 |

Elite Academic Academy - Instructional Service Community Partner - February 2023

| <u>Partner Name</u>                | <u>Description of Services</u>   | <u>Link to EAA VCI 2022-2023 Applications</u>                                |
|------------------------------------|--|--|
| Endeavor Gymnastics                | Pre-Kindergarten Gymnastics, Boys and Girls Gymnastics, Ninja Gymnastics                         | <a href="#">Endeavor Gymnastics EAA VCI 22-23 Application</a>                |
| Nurture Through Nature             | Nature-based enrichment classes  | <a href="#">Nurture Through Nature EAA VCI 22-23 Application</a>             |
| Frog Creek Adventure School        | Nature exploration + connection, art, skills   | <a href="#">Frog Creek Adventure School EAA VCI 22-23 Application</a>        |
| City SC                            | A non-profit youth soccer club that provides soccer instruction                                  | <a href="#">City SC EAA VCI 22-23 Application</a>                            |
| Jeff Speakman's Kenpo 5.0 Whittier | Kids martial arts, Adult martial arts, Teen & Adult Fitness Kickboxing and Yoga                  | <a href="#">Jeff Speakman's Kenpo 5.0 Whittier EAA VCI 22-23 Application</a> |
| Oasis Dance Center                 | Pre-professional dance training in ballet, jazz, tap, hip hop, contemporary, and musical theater | <a href="#">Oasis Dance Center EAA VCI 22-23 Application</a>                 |
| Alisa's Piano Studio               | Piano lessons, music appreciation, collaboration classes, performance classes, music theory      | <a href="#">Alisa's Piano Studio EAA VCI 22-23 Application</a>               |

Elite Academic Academy - Educational Material Partners - February 2023

| <b>Partner Name</b> | <b>Product Description</b>                | <b>Link to EAA EMR 2022-2023 Applications</b>               |
|---------------------|---|---|
| Know Yourself Inc   | Educational health literacy books/bundles | <a href="#">Know Yourself Inc_EAA EMR 22-23 Application</a> |





## Temporary Level Up Instructional Aide - Job Description

|                               |  |
|-------------------------------|--|
| <b>Position Title:</b>        | Temporary Level Up Instructional Aide    |
| <b>Reports To:</b>            | Credit Recovery/Acceleration Coordinator |
| <b>FLSA Status:</b>           | Non-Exempt                               |
| <b>School Classification:</b> | Classified                               |
| <b>Pay Range:</b>             | \$15-\$18 per hour                       |
| <b>Work Schedule:</b>         | Varies                                   |
| <b>Location:</b>              | Remote                                   |

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**Position Summary:** *The Temporary Level Up Instructional Aide supports the staff and students by completing various duties outlined in this job description to support student engagement and learning.*

### **Qualifications:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

- Any combination equivalent to: graduation from high school and at least one year of experience related to the duties and responsibilities specified.
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.
- Proof of a clear TB Tine test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.

### **Essential Duties:**

- Carry out tasks assigned by the admin/teacher of record.
- Provide support to the teacher to ensure students are engaged in their academics.
- Contact students via phone, text, or zoom to help keep them engaged.
- Collect student work samples, and required signed documents for the teacher of record.
- Assist students in uploading work and required documents
- Follow up on emails written by the teacher of record.
- Assists students and/or parents, individually or in groups, with lesson assignments to present or reinforce learning concepts.
- Assist students and/or parents in connecting with the proper support needed by their teachers of record, academic support, and content teachers.
- Assist in the maintenance/preparation of instructional materials.
- Assist in the maintenance of student attendance and achievement.

*Temporary Level Up Instructional Aide Job Description  
Pending Board Approval*

- Assist students in attending enrichment webinars.

### **Other Duties**

- Respond to all school-related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Document and report to the school's management all formal disciplinary actions involving students; support management with addressing and resolving complaints from students and parents in a timely manner; and ensure compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Perform other duties as assigned.

### **Knowledge and Abilities:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

- Effective written and oral communication form.
- Ability to understand and follow safety procedures.
- Develop and maintain effective working relationships.
- Display sensitivity, tact and responsiveness in various situations and needs.
- Handle public contact and relations effectively.
- Ability to understand and follow specific instructions and procedures.
- Analyze and resolve problems.
- Ability to work independently and coordinate with others.
- Maintain accurate and orderly records.
- Ability to work collaboratively with a team.
- Maintain a high level of confidentiality.
- Handle feedback and constructive criticism.

### **Use of Computer Technology:**

To perform this job successfully, an individual should have general knowledge of database software, how to use the internet to find information and complete tasks, email usage, order processing systems, spreadsheet software, and word processing software. The employee is expected to acquire and maintain a working computer with an internet connection and a printer.

### **Physical Demands:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Hearing and speaking to exchange information.
- Dexterity of hands and fingers to demonstrate activities.

- Operates a computer and other office productivity machinery.
- Seeing to read a variety of materials.
- Bending at the waist, kneeling or crouching.
- Sitting or standing for extended periods of time.
- Lifting objects up to 50 pounds.
- Close vision and ability to adjust focus.

**Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Office environment.
- Work remotely.
- Noise level is generally moderate.
- Work conducted in a public setting.
- Indoor and outdoor in varying temperatures.
- Employee must have available transportation and be able to drive up to 100 miles in a day.

**Hazards:**

- Contact with dissatisfied individuals
- 

**Employee Acknowledgement:**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



## Temporary Level Up Teacher of Record - Job Description

|                              |  |
|------------------------------|--|
| <b>Job Title:</b>            | Temporary Level Up Teacher of Record     |
| <b>Position Type:</b>        | Temporary                                |
| <b>Department:</b>           | Education                                |
| <b>Reports To:</b>           | Credit Recovery/Acceleration Coordinator |
| <b>FLSA Classification:</b>  | Exempt                                   |
| <b>Pay Range:</b>            | \$6000 stipend (plus mileage)            |
| <b>Classification:</b>       | Certificated                             |
| <b>School Calendar Days:</b> | Monday - Friday (Year-Round Calendar)    |
| <b>Location:</b>             | Remote/Virtual                           |

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**Position Summary:** *The Temporary Level Up Teacher of Record is primarily responsible for effective teaching and learning of the assigned subjects(s) following the approved curriculum for a 6-week learning period. Additionally, the temporary Level Up Teacher of Record is responsible for student safety, effective collaboration, and attention to each student's readiness to learn including needed guidance, discipline, and welfare. Employees may teach in a variety of virtual, elementary and/or secondary educational, individual, and group teaching settings.*

### **Essential Duties:**

- Attends and actively participates in weekly program meetings with other teachers, support staff, and the program lead and/or administrator as needed.
- Works with a high level of independence and professional discretion under the general supervision of the Director.
- Works collaboratively in a professional learning community with other teachers and support staff to address the needs of the students.
- Supports the mission, vision, and goals of Elite Academic Academy.
- Ensures the Course of Study for each student indicating curriculum used in Core Subject Areas, encompassing the Common Core standards focusing on intervention and/or enrichment for each student.
- Effectively communicates weekly feedback concerning the expectation of achievement with respect to learning goals.
- Calls, emails, texts, or Zooms with students and families at least once a week.
- Meets with the Program Director to collect student work completed per week; and provides assistance with the collection of work.

*Temporary Level Up Teacher of Record Job Description  
Pending Board Approval*

- Records student work completed and identifies student work missing; and works with administration to collect missing assignments.
- Implement Elite’s non-compliance policy
- Completes all compliance documentation, including master agreements, attendance records, portfolio of work samples, and assignment and work records for each student.
- Assigns additional student work if needed.
- Responds to parent, student, and administrative inquiries within 24 hours of contact.
- Provides instructional and intervention support for students who are not meeting academic expectations.
- Maintains professional competence through in-service educational activities provided by the school and other professional growth activities.

**Other Duties:**

- Documents and reports to Elite Academic administration all formal disciplinary actions involving students and staff; addresses and resolves complaints from students, parents, and staff in a timely manner; and ensures compliance with the Elite Academic Uniform Complaint Policy, the Elite Academic Uniform Technology Policy, and the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Required to travel up to 100 miles to various public locations to meet with students.
- Performs other duties as assigned.

**Knowledge and Abilities:**

**Knowledge of:**

- Current trends and research concerning the growth and development of K-12 grade children.
- Principles, theories, practices, methods, and techniques used in curriculum development, instruction, and assessment.
- Procedures and best practices that promote appropriate student conduct.
- Educational research concerning extrinsic and intrinsic student motivation.
- Guidance and Special Education practices and procedures.
- Applicable sections of the Education Code and other applicable laws.
- Research methods and report writing techniques.

**Ability to:**

- Demonstrate effective interpersonal skills.
- Communicate clearly in a timely manner, both orally and in writing.
- Foster teamwork in a collaborative work environment.
- Direct, motivate, listen to, and establish effective rapport with students and parents.

*Temporary Level Up Teacher of Record Job Description  
Pending Board Approval*

- Analyze and assess student learning.
- Use technology in an effective manner for teaching, communicating, analyzing, and reporting.
- Motivate students to develop the skills, attitudes, and understanding needed to set a good foundation for secondary-level education, in accordance with each student's ability.
- Maintain professional, cordial relationships with students, parents, and staff.
- Monitor children in learning environments.
- Use good judgment in making reasonable decisions or recommendations in conjunction with other staff members and/or administrative leadership.
- Solve problems and take responsibility for a variety of situations in a reasonable manner where only limited standardization exists.
- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

**Education and Experience:**

- BA or BS from an accredited college or university
- Valid California Multiple Subject or Single Subject Credential or Intern Credential
- NCLB Compliant
- ELL Authorization - CLAD, BCLAD desirable
- Passed CBEST
- Negative TB Test or Risk Assessment Questionnaire
- DOJ Fingerprint Clearance
- Valid CA Driver's License
- First Aid/ CPR Certification

**Use of Computer Technology:**

To perform this job successfully, an individual should have general knowledge of accounting software, database software, how to use the internet to find information and complete tasks, email usage, order processing systems, spreadsheet software, and word processing software. The Temporary Teacher of Record is expected to acquire and maintain a working computer with an internet connection and a printer. Teachers are expected to have a phone to be able to contact students and families.

**Physical Demands:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

- Hearing and speaking to exchange information.
- Dexterity of hands and fingers to demonstrate activities.

*Temporary Level Up Teacher of Record Job Description  
Pending Board Approval*

- Operates a computer and other office productivity machinery.
- Seeing to read a variety of materials and monitor students.
- Bending at the waist, kneeling or crouching.
- Sitting or standing for extended periods of time.
- Lifting objects up to 25 pounds.
- Close vision and ability to adjust focus.

**Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

- Noise level is generally moderate.
- Meetings conducted in public and private settings.
- Indoor and outdoor in varying temperatures.
- Employees must have available transportation and be able to drive up to 100 miles in a day.

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**Employee Acknowledgement:**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

*Temporary Level Up Teacher of Record Job Description  
Pending Board Approval*



## Temporary Level Up Lead Teacher - Job Description

|                              |  |
|------------------------------|--|
| <b>Position Title:</b>       | Level Up Lead Teacher                    |
| <b>Department:</b>           | Certificated Teaching                    |
| <b>Reports To:</b>           | Credit Recovery/Acceleration Coordinator |
| <b>FLSA Classification:</b>  | Exempt                                   |
| <b>Pay Range:</b>            | Stipend (starting at \$3500)             |
| <b>Classification:</b>       | Certificated                             |
| <b>School Calendar Days:</b> | Year-Round Calendar                      |

---

**Position Summary:** *This is not a stand-alone job description, but a rider to our Teacher of Record job description. This payscale supersedes the teaching position. The Temporary Level Up Lead Teacher must participate, on a regular basis, in the direct education of students; and serve as faculty for professional development activities. A Temporary Level Up Lead Teacher is responsible for organizing and implementing curriculum and instructional programs for students, and meeting the duties of teaching as outlined in laws and policies. During non-student contact time, this employee is responsible for supporting teachers that are under his/her direct supervision, checking accuracy of compliance, making sure all required documents are signed by parents, attend virtual enrichment webinars, attend parent meetings and support curriculum assigned to each student within the Year-Round program.*

### **Essential Duties:**

Duties of this position include, but are not limited, to:

#### **1. Professional Development:**

- Observing and providing peer assistance for colleagues in the area of compliance.
- Participating in professional development activities.
- Planning/leading team meetings to ensure communication with peers.
- Participating in a formalized peer review process as a formative evaluator.
- Assisting in the coordination of all school based professional development opportunities linked to individual professional development plans and job competencies.

#### **2. Curriculum:**

- Collaborating with colleagues to support Elite Curriculum.
- Serving as the official liaison between teachers and the families they are supporting.
- Assisting with the adoption of the curriculum for the Level Up students and their teachers.
- Planning and managing the development of standards-based curriculum, instruction, assessment plans, and strategies.
- Ensuring that all curricula are used effectively as a resource to meet curriculum goals.
- Coordinating communication and planning among all learning communities.

*Temporary Level Up Lead Teacher Job Description  
Pending Board Approval*



**3. Leadership:**

- Serving as a resource to the leadership team and working with school administrators to develop, implement, and evaluate the Level Up program.
- Supporting and assisting in implementing Elite’s Mission and Vision.
- Serving on Level Up committees.
- Attend webinars and enrichment virtual activities for the Year-Round program
- Able to effectively provide conflict resolution
- Support the non-compliance policy with the teachers

**Required Qualifications:**

- Valid professional teaching credential.
- Master’s degree or one year curriculum leadership at the school.
- Minimum of one year as a professional teacher.
- Ability to work an extended schedule.
- Ability to attend meetings, webinars and enrichment activities after 3 pm.
- Be available to work Monday-Friday June 21st - August 11th.

**Desired Qualifications:**

- Professional development in the area(s) of:
  - communication and conferencing skills;
  - leadership development;
  - standards-based curriculum development;
  - peer observation, coaching, mentoring, and conferencing skills;
  - student and parent conferencing skills;
  - knowledge of subject matter;
  - independent study compliance;
  - remote teaching;
  - assessment of student performance.
- Master’s degree or higher.
- 5 or more years in the field of Education with independent study experience.

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**Employee Acknowledgement:**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

*Temporary Level Up Lead Teacher Job Description  
Pending Board Approval*



## Temporary Admissions Clerk - Job Description

|                               |  |
|-------------------------------|--|
| <b>Position Title:</b>        | Temporary Admissions Clerk                                       |
| <b>Reports To:</b>            | Operations Coordinator   |
| <b>FLSA Status:</b>           | Non-Exempt   |
| <b>School Classification:</b> | Classified   |
| <b>Pay Range:</b>             | \$20-\$22 ( <i>depending upon experience</i> )                   |
| <b>Work Schedule:</b>         | Temporary; Part-Time (approx. 4 hours per day; approx. 12 weeks) |
| <b>Location:</b>              | Onsite or Remote Office (TBD)                                    |

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**Position Summary:** *The Temporary Admissions Clerk mainly supports the Operations Department and functions as the primary point of contact for all inquiries pertaining to potential new enrollees. This position requires highly-effective interpersonal, organizational, and communication skills (both oral and written), in order to effectively interface with parents, students, and staff members.*

### **Qualifications:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

- Any combination equivalent to: high school diploma and three years of clerical experience. Experience in the independent study educational model is preferred. Bilingual skills preferred.
- Experience with data entry, student information systems, and independent study compliance.
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.
- Proof of a clear TB Tine test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.
- Any other qualifications the Board of Education may deem necessary or desirable.

### **Essential Duties:**

- Collaborate and coordinate with administrative team members to support all activities.
- Support and follow the established enrollment timeline.
- Attend off-site enrollment events to represent the program and support families with enrollment process.
- Communicate with potential families as the first point of contact on behalf of the Admissions Department concerning all program options, requirements, and expectations.
- Coordinate the flow of initial contact communication in a timely basis between any prospective new enrollees and the appropriate Program Leads (or designees), SPED/ Counseling, etc.

*Temporary Admissions Clerk Job Description  
Pending Board Approval*

- Support in the processing of applications for admissions, review for accuracy and completeness, and follow up with families regarding necessary supporting documents.
- Confirm students meet residency requirements in accordance with State and organizational policies.
- Input and maintain all student data into the student information system (SIS); including demographics, EL status, homeless status, etc.
- Maintain master student enrollment rosters per academy and program.
- Communicate with Community Partners regarding rosters.
- Update changes in student demographics and collect supporting documentation, as needed.
- Communicate status updates in an organized and timely manner.
- Create enrollment files for students.
- Provide support with auditing of compliance documentation.

**Other Duties**

- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; and ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Perform other duties as assigned.

**Knowledge of:**

- Independent Study compliance practices and procedures.
- Student Information System, (School Pathways).
- Telephone techniques and etiquette.
- Modern office practices, procedures and equipment.
- Oral and written communication skills.
- Interpersonal skills using tact, patience and courtesy.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Operation of a computer and assigned software.
- Record-keeping and report preparation techniques.
- Mathematical computations.

**Use of Computer Technology:**

To perform this job successfully, an individual should have general knowledge of database software, how to use the internet to find information and complete tasks, email usage, order processing systems, spreadsheet software, and word processing software. The employee is expected to acquire and maintain a working computer with an internet connection and a printer.

**Physical Demands:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Hearing and speaking to exchange information.
- Dexterity of hands and fingers to demonstrate activities.
- Operates a computer and other office productivity machinery.
- Seeing to read a variety of materials.
- Bending at the waist, kneeling or crouching.
- Sitting or standing for extended periods of time.
- Lifting objects up to 50 pounds.
- Close vision and ability to adjust focus.

**Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Noise level is generally moderate.
- Meetings conducted in an office setting and public forums.
- Indoor temperature varies.

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**Employee Acknowledgement:**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



## Temporary Level Up Content Teacher - Job Description

|                            |  |
|----------------------------|--|
| <b>Job Title:</b>          | Temporary Level Up Content Teacher   |
| <b>Department:</b>         | Credentialed Teacher   |
| <b>Reports To:</b>         | Credit Recovery/Acceleration Coordinator   |
| <b>FLSA Status:</b>        | Non-Exempt (for Part-Time hourly)/Exempt (for Full-Time salary)                          |
| <b>Job Classification:</b> | Certificated Part-Time or Full-Time  |
| <b>Pay Range:</b>          | Hourly starting at \$40/hr   |
| <b>Position Location:</b>  | Remote Office, but may require in-person meeting with groups of students 1-2 days a week |

---

**Position Summary:** *The Level Up Content Teacher is responsible for overseeing subject-specific hybrid courses during our six-week Level Up learning period. The Level Up Content Teacher hosts weekly live sessions that engage students to achieve content mastery. The Level Up Content Teacher reviews and sets up their course according to the guidelines provided. The Level Up Content Teacher provides students with timely feedback on submitted work and makes final grade determination. As needed, the Level Up Content Teacher creates personalized pacing guides including due dates and assignments for the course for the parent and Teacher of Record to utilize. In addition, the Level Up Content Teacher will ensure the academic success of the students in their courses through consistent and clear communication. The Level Up Content Teacher holds office hours for small groups and/or 1-1 tutoring opportunities for Elite students. The Level Up Content Teacher responds to students within 24 hours of receipt of a message and communicates to Elite Educator any concerns regarding the successful completion of a course. The Level Up Content Teacher will also sit in on parent/student meetings with the Teacher of Record and/or Administrator to devise a success plan for the student, give specific information to the SPED department or Student Support Team as applicable.*

**Qualifications:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

- A valid, current, and appropriate California state teaching credential for teaching staff. A copy of Teaching Credential to be provided and kept current.
- Highly qualified to authorize students' learning in the content area served.
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.
- Proof of a clear TB test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.

Temporary Level Up Content Teacher Job Description  
Pending Board Approval

**General Skills:**

- Team player.
- Love of learning – a lifelong learner.
- Ability to transmit passion for learning to students and families.
- Flexibility and adaptability.
- Well developed, clear communication and interpersonal skills that maintain a respectful, professional and courteous manner.
- Conflict resolution skills.
- Strong organizational skills.
- Openness to differing views and objectives.
- Technology-literate, preferably in Canvas LMS and Google Suite
- Willingness to research and become knowledgeable of curriculum and educational resources.
- Ability to deliver information effectively.
- Serve the staff, student and parent's needs to the best of his/her ability without allowing his/her own convenience to interfere.
- Ensures a culture where students, parents and teachers feel valued and served by contributing to providing a positive, supportive atmosphere for all.
- Consistently communicate professionally and with a tone of mutual respect.
- Maintain integrity at all times.

**Essential Duties:**

- Initial setup and preparation of their courses.
- Develop and deliver weekly live sessions that help students develop content mastery, and take attendance at live sessions for compliance purposes.
- Provide students with syllabus, pacing guide with due dates for assignments, and assessments.
- Offer office hours and tutoring opportunities for students.
- Review completed coursework and make final grade determination.
- Provide students and parents with feedback in a timely manner

**Education:**

- Bachelor's Degree
- Single Subject and/or Multiple Subject credential by coursework or exam -or- HQ by other means (e.g. HOUSSE, VPSS, etc.)

**Experience:**

Two (2) years directly related experience.

**Use of Computer Technology:**

To perform this job successfully, an individual should have general knowledge of database software, how to use the internet to find information and complete tasks, email usage, order processing systems, spreadsheet software, Learning Management Systems, and word processing software. The Level Up Content Teacher is expected to maintain a school issued working computer with an internet connection and a printer.

**Physical Demands:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to sit, talk and hear. The employee is also required to stand and walk. The employee must have available transportation and be able to drive up to 100 miles in a day. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision and ability to adjust focus.

**Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate.

Must be willing to meet in person (as needed) at least once a quarter for Professional Development or academic planning.

---

**Employee Acknowledgement:**

\_\_\_\_\_

Employee Signature

Printed Name

Date



Date of Offer: **DATE**

Assignment Offered: Temporary Level Up **POSITION**

Candidate Name: **NAME**

Candidate Address: **ADDRESS**

It is our pleasure to offer you a position with Elite Academic Academy - **SCHOOL**, as a Temporary Level Up **POSITION**. This offer is contingent upon final Board approval, an acceptable FBI/DOJ background clearance, and the amount of student enrollment in the Year-Round program.

Upon completion of the above, the CEO will have final approval of your employment. At that time, we will send you a temporary employment contract for your review, signature, and completion. Your hourly rate would be based on the compensation as outlined below. If you are offered an assignment and you choose to decline it, Elite Academic Academy - **SCHOOL** is not obligated to offer you another assignment. You would, however, be eligible to apply and interview for other assignments.

Terms and Benefits for this position:

**Start Date:** **\_\_\_\_\_**, 2023

**Term:** Part-Time, Temporary/At- Will

**Position Title:** Temporary Level Up **POSITION**

**FLSA/CA Classification:** Non-Exempt

**Hourly Rate:** \$**\_\_\_**/per hour

**Work Days:** (Monday- Friday) Temporary Level Up Calendar

Please sign below to indicate your acceptance of this conditional offer and return this letter within seven calendar days. Please let us know if you have any questions. We look forward to working with you.

I have read and understood the conditions and commitments stated above. I have initiated below to indicate that I have accepted or declined this offer.

**Candidate:** **NAME**

\_\_\_\_\_(Initial) **I accept** the offer of employment with Elite Academic Academy starting **\_\_\_\_\_**, 2023. I understand that this offer is expressly conditioned on Board approval, an acceptable FBI/DOJ background check, student enrollment and my timely completion of the requirements set out in this letter.

\_\_\_\_\_(Initial) **I do not accept** the offer of employment with Elite Academic Academy

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

Chief Executive Officer \_\_\_\_\_ Date \_\_\_\_\_





Date of Offer: **DATE**

Assignment Offered: Level Up Temporary Content Teacher

Candidate Name: **NAME**

Candidate Address: **ADDRESS**

It is our pleasure to offer you a position with Elite Academic Academy - **SCHOOL**, as a Temporary Level Up Content Teacher. This offer is contingent upon final Board approval, an acceptable FBI/DOJ background clearance, student enrollment in the Level Up program, and your timely completion of the requirements set forth in this letter.

If you are currently under contract with another district/charter for **June XX, 2023 - August XX, 2023**, you must provide Elite Academic Academy - **SCHOOL** with documentation of your eligibility for employment (most traditional schools only contract through June). You must meet all certification requirements before the beginning of your assignment. Failure to timely provide the specified credentials will nullify this offer.

Upon completion of these matters, and we have the student enrollment in the program, and your area of preference, the CEO will have final approval of your employment. At that time, we will send you a temporary employment contract for your review, signature, and completion. Your salary would be based on the compensation as outlined below. If you are offered an assignment and you choose to decline it, Elite Academic Academy - Lucerne is not obligated to offer you another assignment. You would, however, be eligible to apply and interview for other assignments.

Terms and Benefits for this position:

**Start Date:** **June XX, 2023**

**Term:** Temporary/At- Will

**Position Title:** Temporary Content Teacher

**FLSA/CA Classification:** Non-Exempt

**Hourly Rate:** **\$41.88**

- 40 hours: 80 students and over
- 35 hours: 70-79 students
- 30 hours: 60-69 students
- 25 hours: 50-59 students
- 20 hours: 40-49 students
- 15 hours: 30-39 students
- 10 hours: 20-29 students

**Number of Vacation Days:** 0

**Work Days:** (Monday- Friday) Temporary Level Up Calendar

**Retirement Benefits:** STRS

Please sign below to indicate your acceptance of this conditional offer and return this letter within 5 calendar days. Please let us know if you have any questions. We look forward to working with you. Please understand vacation time is not granted and you are expected to work full-time from **June XX, 2023- August XX, 2023**.

I have read and understood the conditions and commitments stated above. I have initiated below to indicate that I have accepted or declined this offer.

Candidate: NAME

\_\_\_\_\_(Initial) **I accept** the offer of employment with Elite Academic Academy starting June XX, 2023. I understand that this offer is expressly conditioned on Board approval, an acceptable FBI/DOJ background check, student enrollment and my timely completion of the requirements set out in this letter.

\_\_\_\_\_(Initial) I **do not accept** the offer of employment with Elite Academic Academy

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

Chief Executive Officer \_\_\_\_\_ Date \_\_\_\_\_



Date of Offer: **DATE**

Assignment Offered: Temporary Level Up Teacher of Record

Candidate Name: **NAME**

Candidate Address: **ADDRESS**

It is our pleasure to offer you a position with Elite Academic Academy - **SCHOOL**, as a Temporary Level Up Teacher of Record. This offer is contingent upon final Board approval, an acceptable FBI/DOJ background clearance, student enrollment in the Level Up program, and your timely completion of the requirements set forth in this letter.

If you are currently under contract with another district/charter for **June XX, 2023 - August XX, 2023**, you must provide Elite Academic Academy - **SCHOOL** with documentation of your eligibility for employment (most traditional schools only contract through June). You must meet all certification requirements before the beginning of your assignment. Failure to timely provide the specified credentials will nullify this offer.

Upon completion of these matters, and we have the student enrollment in the program, and your area of preference, the CEO will have final approval of your employment. At that time, we will send you a temporary employment contract for your review, signature, and completion. Your salary would be based on the compensation as outlined below. If you are offered an assignment and you choose to decline it, Elite Academic Academy - **SCHOOL** is not obligated to offer you another assignment. You would, however, be eligible to apply and interview for other assignments.

Terms and Benefits for this position:

**Start Date:** **June XX, 2023**

**Term:** Temporary/At- Will

**Position Title:** Temporary Teacher of Record

**FLSA/CA Classification:** Exempt

**Stipends:** **\$6000 teaching stipend/\$450 mileage stipend**

**Number of Vacation Days:** 0

**Work Days:** (Monday- Friday) Temporary Level Up Calendar

**Retirement Benefits:** STRS

Please sign below to indicate your acceptance of this conditional offer and return this letter within 5 calendar days. Please let us know if you have any questions. We look forward to working with you. Please understand vacation time is not granted and you are expected to work full-time from **June XX, 2023- August XX, 2023**.

I have read and understood the conditions and commitments stated above. I have initiated below to indicate that I have accepted or declined this offer.

Candidate: **NAME**

\_\_\_\_\_(Initial) **I accept** the offer of employment with Elite Academic Academy starting **June XX, 2023**. I understand that this offer is expressly conditioned on Board approval, an acceptable FBI/DOJ background check, student enrollment and my timely completion of the requirements set out in this letter.

\_\_\_\_\_(Initial) I **do not accept** the offer of employment with Elite Academic Academy

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

Chief Executive Officer \_\_\_\_\_ Date \_\_\_\_\_



Date of Offer: **DATE**

Assignment Offered: Temporary Level Up Teacher of Record

Candidate Name: **NAME**

Candidate Address: **ADDRESS**

It is our pleasure to offer you a temporary position with Elite Academic Academy- **SCHOOL** (the "School"). This Temporary Employment Contract (the "Contract" or "Temporary Employment Contract") states the terms and conditions that govern the contractual agreement between Elite Academic Academy-**SCHOOL** and **NAME** (the "Temp") who agrees to be bound by this Contract.

WHEREAS, the School is engaged in Public Charter School Education; and

WHEREAS, the School desires to employ and retain the services of the Temp on a temporary basis according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the School and the Temp (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

- The term of this Temporary Employment Contract shall commence on **June \_\_, 2023** and continue until **August \_\_, 2023**; with mandatory training **June \_\_, 2023, and June \_\_, 2023**.
- This offer of employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States [I-9], and successful completion of all background (Livescan) checks.
- The Temp agrees and acknowledges that, just as the Temp has the right to terminate employment with the School at any time, with or without cause and with or without notice, the School has the same right, and may terminate the Temp's employment with the School at any time, with or without cause and with or without notice.
- The School shall employ the Temp as a Temporary Teacher of Record (the "Position") performing the duties described on Exhibit A attached hereto. The Temp accepts employment with the School on the terms and conditions set forth in this Temporary Employment Contract, and agrees to devote his/her full time and attention (reasonable periods of illness excepted) to the performance of his/her duties under this Contract.
- The Temp's days of work shall be in accordance with the **Temporary Level Up Calendar (see attached)**, at a time determined by your direct supervisor. The Temp's teaching stipend also includes dates to effectively train and prepare for the program.
- In consideration for the performance of the duties hereunder, the Temp shall be entitled to compensation as described on Exhibit B attached hereto.

- The Temp agrees and acknowledges that he/she shall comply with the School’s Employee Handbook. Copies of such documents are available upon request.
- No modification of this Contract shall be valid unless in writing and agreed upon by both Parties.
- This Temporary Employment Contract and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of California and subject to the exclusive jurisdiction of the federal and state courts located in \_\_\_\_\_ County, California

IN WITNESS WHEREOF, each of the Parties has executed this Temporary Employment Contract, , as of the day and year set forth below.

Elite Academic Academy

\_\_\_\_\_  
 Meghan Freeman                      Date

AGREED TO AND ACCEPTED BY:

\_\_\_\_\_  
 NAME                                      Date

Exhibit A. Job Description (See attached)

Exhibit B. Compensation: io

- **COMPENSATION.**
  - The Temp shall be entitled to receive a teaching stipend of \$6000, along with a mileage stipend of \$450 (the “Compensation”), for performance of the duties described in the Job Description and Temporary Employment Contract.
  - You are compensated for the general value of services you perform and not for the amount of time you spend on the job. Thus, you will generally be paid your set salary notwithstanding the number of hours you work. However, to ensure that you can be reached by your supervisor and communicate with those individuals who will assist you in performing your job duties, you are generally expected to work Monday to Friday during normal business hours.
  - “Compensation” will be made in 3 equal payments, of \$2,150.00, on the following dates: July 10th, July 26th, and August 10th.
  - Salary increases and annual bonuses may be awarded at the end of the learning period, at the sole and absolute discretion of the CEO, based upon, among other things, an employee’s performance and the School’s overall performance during the learning period.
  - The compensation set out above shall be the Temp’s sole compensation under the Temporary Employment Contract. Sick leave will be provided in accordance with the law.
  - Payments to the Temp shall be subject to employer withholding.
  - STRS: Certificated Teacher shall be subject to STRS.



Date of Offer: **DATE**

Assignment Offered: Temporary Level Up **CLASSIFIED POSITION**

Candidate Name: **NAME**

Candidate Address: **ADDRESS**

It is our pleasure to offer you a temporary position with the Elite Academic Academy - **SCHOOL** (the "School"). This Temporary Employment Contract (the "Contract" or "Temporary Employment Contract") states the terms and conditions that govern the contractual agreement between Elite Academic Academy - **SCHOOL** and **NAME** (the "Temp") who agrees to be bound by this Contract.

WHEREAS, the School is engaged in Public Charter School Education; and

WHEREAS, the School desires to employ and retain the services of the Temp on a temporary basis according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the School and the Temp (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

- The term of this Temporary Employment Contract shall commence on **\_\_\_\_, 2023**, and continue until **\_\_\_\_, 2023**.
- This offer of employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States [I-9], and successful completion of all background (Livescan) checks.
- The Temp agrees and acknowledges that, just as the Temp has the right to terminate employment with the School at any time, with or without cause and with or without notice, the School has the same right, and may terminate the Temp's employment with the School at any time, with or without cause and with or without notice.
- The School shall employ the Temp as a Level Up **Classified Position** (the "Position") performing the duties described on Exhibit A attached hereto. The Temp accepts employment with the School on the terms and conditions set forth in this Temporary Employment Contract, and agrees to devote his/her full time and attention (reasonable periods of illness excepted) to the performance of his/her duties under this Contract.
- The Temp's days of work shall be Monday through Friday at hours determined by the School, provided that ordinary working hours shall not exceed **20 hours** per week, *unless agreed upon by the School*.
- In consideration for the performance of the duties hereunder, the Temp shall be entitled to compensation as described on Exhibit B attached hereto.

- The Temp agrees and acknowledges that he/she shall comply with the School's Employee Handbook. Copies of such documents are available upon request.
- No modification of this Contract shall be valid unless in writing and agreed upon by both Parties.
- This Temporary Employment Contract and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of California and subject to the exclusive jurisdiction of the federal and state courts located in COUNTY, California

IN WITNESS WHEREOF, each of the Parties has executed this Temporary Employment Contract, , as of the day and year set forth below.

Elite Academic Academy

\_\_\_\_\_  
Meghan Freeman -CEO

\_\_\_\_\_  
Date

AGREED TO AND ACCEPTED BY:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
Date

Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- COMPENSATION.
  - The Temp shall be entitled to receive an hourly rate of \$\_.00 (the "Compensation") for performance of the duties described in the Temporary Employment Contract.
  - Payments from the pay period beginning on the 1st and ending on the 15th will be paid on, or before, the 26th of that month; and payments for the pay period beginning on the 16th thru the end of the month, will be paid on or before the 10th of the month.
  - The compensation set out above shall be the Temp's sole compensation under the Temporary Employment Contract. Sick leave will be provided in accordance with the law.
  - Payments to the Temp shall be subject to employer withholding.





Date of Offer: **DATE**

Assignment Offered: Temporary Level Up Content Teacher

Candidate Name: **NAME**

Candidate Address: **ADDRESS**

It is our pleasure to offer you a temporary position with the Elite Academic Academy – **SCHOOL** the “School”). This Temporary Employment Contract (the “Contract” or “Temporary Employment Contract”) states the terms and conditions that govern the contractual agreement between Elite Academic Academy - **SCHOOL** and **NAME** (the “Temp”) who agrees to be bound by this Contract.

WHEREAS, the School is engaged in Public Charter School Education; and

WHEREAS, the School desires to employ and retain the services of the Temp on a temporary basis according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the School and the Temp (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

- The term of this Temporary Employment Contract shall commence on June \_\_, 2023, and continue until August \_\_, 2023; with mandatory training June \_\_, 2023 through June \_\_, 2023.
- This offer of employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States [I-9], and successful completion of all background (Livescan) checks.
- The Temp agrees and acknowledges that, just as the Temp has the right to terminate employment with the School at any time, with or without cause and with or without notice, the School has the same right, and may terminate the Temp’s employment with the School at any time, with or without cause and with or without notice.
- The School shall employ the Temp as Temporary Level Up Content Teacher (the “Position”) performing the duties described on Exhibit A attached hereto. The Temp accepts employment with the School on the terms and conditions set forth in this Temporary Employment Contract, and agrees to devote his/her full time and attention (reasonable periods of illness excepted) to the performance of his/her duties under this Contract.
- The Temp’s days of work shall be Monday through Friday at hours determined by the School (see below for details) provided that ordinary working hours shall not exceed 40 hours per week, unless agreed upon by the School.
  - **Note:** Your authorized hours, per week, will be determined by the number of students you are assigned; and will be confirmed by your direct supervisor. The hours are as follows:
    - *40 hours: 80 students and over*

- 35 hours: 70-79 students
  - 30 hours: 60-69 students
  - 25 hours: 50-59 students
  - 20 hours: 40-49 students
  - 15 hours: 30-39 students
  - 10 hours: 20-29 students
- o You are required to record your time via our timekeeping system, in Paycom. You will be provided with specific instructions regarding this system. You will be responsible for reviewing, approving, and submitting your time to your supervisor. You must report any instance where you believe your time, or pay, is inaccurate to the payroll department.
  - In consideration for the performance of the duties hereunder, the Temp shall be entitled to compensation as described on Exhibit B attached hereto.
  - The Temp agrees and acknowledges that he/she shall comply with the School's Employee Handbook. Copies of such documents are available upon request.
  - No modification of this Contract shall be valid unless in writing and agreed upon by both Parties.
  - This Temporary Employment Contract and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of California and subject to the exclusive jurisdiction of the federal and state courts located in \_\_\_\_ County, California

IN WITNESS WHEREOF, each of the Parties has executed this Temporary Employment Contract, as of the day and year set forth below.

Elite Academic Academy

\_\_\_\_\_

Meghan Freeman - CEO

\_\_\_\_\_

Date

AGREED TO AND ACCEPTED BY:

\_\_\_\_\_

NAME

\_\_\_\_\_

Date

Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- COMPENSATION.
  - o The Temp shall be entitled to receive an hourly rate of \$41.88 (the "Compensation") for performance of the duties described in the Temporary Employment Contract.
  - o Payments from the pay period beginning on the 1st and ending on the 15th will be paid on, or before, the 26th of that month; and payments for the pay period beginning on the 16th thru the end of the month, will be paid on or before the 10th of the month.
  - o The compensation set out above shall be the Temp's sole compensation under the Temporary Employment Contract. Sick leave will be provided in accordance with the law.
  - o Payments to the Temp shall be subject to employer withholding.
  - o STRS: Certificated Teacher shall be subject to STRS.



**AT-WILL EMPLOYMENT AGREEMENT**

**Between Elite Academic Academy Charter - Mountain Empire**

**and**

**Name:** [REDACTED]

in the position of

**Title: Instructional Aide**

February 21, 2023

[REDACTED]

[REDACTED]

We are pleased to offer you the position of part-time (non-exempt) **Instructional Aide** with Elite Academic Academy – Mountain Empire (the “School”) commencing **March 1, 2023**. We are delighted you chose to join the Elite Academic Academy team and are confident you will enjoy it here. The purpose of this letter is to summarize the terms of your employment with the School as set forth in this At-Will Employment Agreement (the “Agreement”), should you accept our offer. This offer of employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks.

The terms of your employment with the School are as follows:

1. **Job Duties.** Your job duties are detailed in the attached job description (“Exhibit A”) which is incorporated herein, and you will report to the Chief Academic Innovation Officer, or designee. The duties set forth in Exhibit A may be amended from time to time at the sole discretion of the School.
2. **At-Will Employment.** Your employment at Elite Academic Academy is “at will,” which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the “at will” nature of your employment may only be changed in a document signed by you and the Chief Executive Officer of the School.

3. Hours of Employment. Your days of work, and hours of employment, will be Monday through Friday at hours determined by the School and your direct supervisor, provided that ordinary working hours shall not exceed 20 hours per week, *unless agreed upon by the School in advance.* We anticipate that there will be occasions when we will ask you to work over 20 hours per week, and/or occasions when you may be asked to work overtime. All overtime hours must be approved in advance by your supervisor
4. Best Efforts. You agree that you will at all times faithfully, industriously, and to the best of your ability perform all of the duties that may be required of you by the School which shall include:
  - a. Fulfilling the job duties and functions enumerated in the job description, attached hereto as Exhibit A;
  - b. Such other duties as assigned by the Board of the School or your supervisor from time-to-time as necessary in the School's discretion and judgment to effectuate the purposes of this Agreement including assignments that are in addition to those expressly described in this Agreement or its Exhibit A;
  - c. Attending any scheduled School events or training or planning sessions before or during the school year if requested by your direct supervisor; and
  - d. Following and abiding by the School's policies and procedures as adopted and amended from time-to-time, including those policies and procedures set forth in the School's current Employee Handbook, which may be amended from time to time at the sole discretion of the School.
5. Non-Competition During Employment. You agree that while you are working for the School, you will not render services in person or by electronic means, paid or otherwise, to any other entity, unless prior written approval is given by the CEO.
6. Compensation. Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. You will be paid a minimum rate of \$16.00 an hour for all regular hours worked, less applicable withholdings (see classified staffing calendar attached), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion. For any overtime hours worked, you will be paid at the appropriate overtime rate in accordance with all applicable laws. You will be paid twice a month on, or around, the 10th and 26th of each month. Human Resources will confirm your exact pay dates.
7. Benefits. As a part-time employee you will not generally be eligible for benefits, except for voluntary benefits, and those required by law such as paid sick time, as described in the School's Employee Handbook. For more information, please see the plan benefits.
8. Meal and Rest Periods. You shall be given a duty-free, uninterrupted unpaid meal period of at least thirty minutes for a work period of over 5 hours in a day and one rest break of 10

minutes for every 4 hours worked or major fraction thereof. Your supervisor will schedule the times for your meal and rest periods.

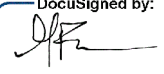
9. Timekeeping. You are required to record your time via our timekeeping system, in Paycom. You will be provided with specific instructions regarding this system. You will be responsible for reviewing, approving, and submitting your time to your supervisor. You must report any instance where you believe your time, or pay, is inaccurate to the payroll department.
10. Arbitration. It is a condition of your employment that you review the School's Arbitration Agreement (attached) which provides that any disputes between you and the School be submitted to binding arbitration. You should notify the School in writing of any complaints you have with respect to your employment so that any issues can immediately be addressed and rectified.
11. Confidentiality. Because of the nature of our work and the highly confidential information we provide to our employees, you will be required to execute a Confidentiality and Non-Disclosure Agreement (attached), which will remain in full force and effect after your employment.
12. Equal Employment Opportunity. The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on practices, national origin, including language use and possession of a driver's license issued actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver's license, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.
13. Prior Agreements. You affirm that you are not a party to any agreement(s) such as a non-competition agreement that would prohibit you from employment with us.
14. Organization Policies. If you accept this offer and begin employment, on your first day of employment, you will be given additional information about the School, including but not limited to its Employee Handbook and other policies and procedures
15. Entire Agreement. This Agreement and its Exhibit A, and accompanying attachments, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This Agreement may be amended only by a writing signed by both yourself and the CEO of the School. To the extent this Agreement or its attachments conflict with our Employee Handbook or any other policy or procedure, this Agreement or its attachments, as the case may be, shall control.

On your first day of work you will be required to complete the INS form I-9. Please bring appropriate identification that shows your eligibility to work in the United States.

If these terms are acceptable to you, please sign one copy of this offer letter and return it at your earliest convenience. This offer will remain open for 5 days.

Once again, we are looking forward to you joining the Elite Academic Team, and personally growing with the School.

Sincerely,

DocuSigned by:  
  
A4137E406BF5494...  
[Redacted Name], CEO

CEO/Designee Signature:

Date: 2/21/2023

AGREED TO AND ACCEPTED BY:

[Redacted Signature]

Date: 2/22/2023



## **Instructional Aide**

### *Job Description*

|                               |                          |
|-------------------------------|--------------------------|
| <b>Position Title:</b>        | Instructional Aide       |
| <b>Reports To:</b>            | Director and/or designee |
| <b>FLSA Status:</b>           | Non-Exempt               |
| <b>School Classification:</b> | Classified               |
| <b>Pay Range:</b>             | Based on experience      |
| <b>Work Schedule:</b>         | Varies                   |
| <b>Location:</b>              | Remote/On-site Office    |

---

**Position Summary:** *The Instructional Aide supports the staff by completing various duties outlined in this job description to support learning, planning, and functioning of Elite Academic Academy.*

**Qualifications:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

- Any combination equivalent to: graduation from high school and three years applicable experience preferred
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.
- Proof of a clear TB Tine test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.

### **ESSENTIAL DUTIES and RESPONSIBILITIES:**

*Instructional Aide Job Description  
Board Approved May 5, 2022*

- Carry out tasks assigned by the admin/teacher.
- Assume responsibility for small learning groups of children.
- Assist in the maintenance/preparation of instructional materials.
- Assist in maintenance of student attendance and achievement.
- Assist with supervision of students.
- Assist with gathering documentation needed for compliance.
- Assist with tutoring.
- Assist with proctoring student assessments.

**Other Duties**

- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Document and report to the school’s management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; and ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Perform other duties as assigned.

**Knowledge and Abilities:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

- Effective written and oral communication form.
- Develop and maintain effective working relationships.
- Display sensitivity, tact and responsiveness in various situations and needs.
- Handle public contact and relations effectively.
- Plan short and long range activities.
- Analyze and resolve problems.
- Creative and able to work independently and coordinate with others.
- Maintain accurate and orderly records.
- Ability to work collaboratively with a team.
- Maintain high level of confidentiality.
- Handle feedback and constructive criticism.

**Use of Computer Technology:**

To perform this job successfully, an individual should have general knowledge of database software, how to use the internet to find information and complete tasks, email usage, order processing systems, spreadsheet software, and word processing software. The employee is expected to acquire and maintain a working computer with an internet connection and a printer.

**Physical Demands:**



The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Hearing and speaking to exchange information.
- Dexterity of hands and fingers to demonstrate activities.
- Operates a computer and other office productivity machinery.
- Seeing to read a variety of materials.
- Bending at the waist, kneeling or crouching.
- Sitting or standing for extended periods of time.
- Lifting objects up to 50 pounds.
- Close vision and ability to adjust focus.

**Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

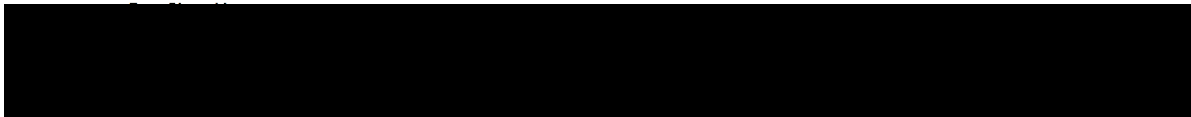
- Office environment.
- Noise level is generally moderate.
- Work conducted in a public setting.
- Indoor in varying temperature.
- Employee must have available transportation and be able to drive up to 100 miles in a day.

**Hazards:**

- Contact with dissatisfied individuals

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**Employee Acknowledgement:**





**MUTUAL AGREEMENT TO ARBITRATE DISPUTES**

The parties to this Mutual Agreement to Arbitrate Disputes (“Agreement”) wish to resolve, fairly and quickly, any and all disputes which may arise between them and agree as follows:

- A. Agreement to Arbitrate. Any controversy, dispute or claim (“Claim”) whatsoever between [REDACTED] (“Employee”) on the one hand, and Elite Academic Academy Mountain Empire (“the Company”), or any of its current and former directors, officers, shareholders, employees, agents, representatives, or related entities (collectively “Company Parties”), on the other hand, (collectively, the “Parties”) shall be resolved by the Parties by final and binding arbitration at the request of either Party.
- B. Claims Covered. This Agreement broadly covers *any and all claims* that have existed, currently exist, and/or may arise between the Parties including, but not limited to, claims for: (a) misclassification, wages (regular or overtime), meal period and/or rest break premiums, wage statement penalties, waiting time penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied, express or written); (c) wrongful termination and/or retaliation; (d) unfair competition and/or misappropriation of trade secrets; (e) discrimination, harassment, and/or retaliation on the basis of a characteristic protected by law; and (f) any other claims arising out of or related to the employment relationship (including application for employment) or termination of the employment relationship or for violation of any federal, state, or other government law, statute, regulation, or ordinance including, without limitation, the California Labor Code, the Industrial Welfare Commission Wage Orders, the California Business and Professions Code, the Fair Labor Standards Act, California’s Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the United States and California Constitutions (collectively, “Covered Claims”).
- C. Excluded Claims. Notwithstanding the above broad scope of Covered Claims, this Agreement does not cover any claims to the extent such claims are non-arbitrable pursuant to applicable law (which are not preempted by the FAA).
- D. Class and Collective Action Waiver. **Covered Claims shall be arbitrated on an individual basis only. No Covered Claim shall be (a) heard or arbitrated on a class or collective action basis on behalf of other persons alleged to be similarly situated, or (b) joined, consolidated, or otherwise combined with the claims of other persons in one proceeding. Each Party waives the right to bring, maintain, participate in, or receive money from, any class or collective proceeding, whether in arbitration or otherwise.**
- E. Notice of Claim. A demand for arbitration must be in writing by certified or registered mail, return receipt requested and obtained, or by service as authorized for the commencement of a civil action and made within the applicable statute of limitations period. The notice must describe the nature of the controversy and the remedy sought. In the event that there is a dispute as to whether the Parties agreed to arbitrate a claim or an issue, the court shall have the exclusive authority to determine arbitrability.
- F. Rules of Arbitration. Arbitration under this Agreement will be conducted in accordance with the then current


Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”) or in accordance with the rules of another similar organization agreed to by the Parties. A current copy of the AAA Rules is available at [www.adr.org](http://www.adr.org) and from Elite Academic Academy’s Human Resources Department upon request.

- G. Place of Arbitration. Arbitration shall take place before a neutral arbitrator within 45 miles of where Employee is or was last employed by the Company.
- H. Discovery. The Parties shall be entitled to conduct reasonable discovery, including, without limitation, conducting depositions of and requesting documents from each other and third parties. The arbitrator shall have the authority to resolve discovery disputes, modify procedures to ensure they are affordable and accessible, and order prehearing third-party discovery.
- I. Arbitration Decision. The arbitrator shall prepare in writing and timely provide to the Parties a decision and award which includes factual findings and the reasons upon which the decision is based. The arbitrator may make any award available under law, including monetary damages, injunctive relief, and attorneys’ fees. The decision of the arbitrator shall be binding and conclusive on the Parties, except as otherwise required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.
- J. Arbitration Fees and Costs. Company shall be entirely responsible for the arbitrator’s fees. Each Party shall pay his/her/its own costs and attorneys’ fees, if any, except that the arbitrator shall award attorneys’ fees and costs in accordance with applicable law.
- K. Governing Law. Any enforcement of this arbitration provision shall be governed by the Federal Arbitration Act (the “FAA”), and any procedural issues related to this arbitration provision shall be governed by California law, unless California law conflicts with the FAA in which case the FAA shall govern.
- L. Employee Right to Review and Consult Counsel. Employee has the right to review this agreement with their counsel if needed, and if Employee has any questions about this Agreement, Employee should contact Elite Academic Academy’s Human Resources Department.
- M. Sole and Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters referenced herein and can be modified only in a writing signed by both Parties, stating the intent to revoke or modify this Agreement. If any provision in this Agreement is determined to be unenforceable, then the remaining provisions shall remain in full effect.

**By signing below, each party knowingly waives the right to class and collective procedures/actions and the right to trial by jury or judge for any covered claim. Each party retains all other rights, including the right to counsel, to call and cross-examine witnesses, to reasonable discovery, and to have claims addressed by an impartial factfinder.**

**Each party acknowledges that it or s/he are hereby advised to seek legal advice as to their rights and responsibilities under this agreement.**

**THIS AGREEMENT IS VOLUNTARY AND EMPLOYEE WILL NOT BE FIRED OR, IN THE CASE OF A NEW HIRE, BE DENIED A JOB, FOR DECLINING TO SIGN THIS AGREEMENT.**

COMPANY:   
By: \_\_\_\_\_  
Its: Chief Executive Officer

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


DATED: 2/21/2023

DATED: 2/22/2023



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The Parties to this Confidentiality and Non-Solicitation Agreement ("Agreement") are Elite Academic Academy - Mountain Empire (the "School") and [REDACTED] ("Employee") (collectively referred to herein as the "Parties").

1. Employee Access to Confidential Information. The School and Employee acknowledge that the business of the School and the nature of Employee's work will require Employee to have access to Confidential Information (as such term is defined below) of the School and/or its families, which, if disclosed in an unauthorized manner, could be highly prejudicial to the School and/or its families.

2. Value of School Business, Families, and Confidential Information. The School has created, developed, and obtained Confidential Information (as such term is defined below). Additionally, the School has entered into agreements with third parties whereby these third parties produce confidential, proprietary, and/or trade secret information for the School. Such information has independent actual or potential economic value from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and is not readily available through any source other than the School. Maintenance of confidentiality regarding such information and special knowledge is essential to preserving the competitive position and value of the School. Further, the specialized services provided by the School to its families are such that potential families might not be aware of the availability of such services from the School. Consequently, the School has gone to considerable time, expense, and effort in seeking out potential families, explaining to these potential families the unique value of the School's services, and developing family relationships. This specialized business requires the School to develop confidential relationships with its families, whereby the School and each family work together closely to develop customized services for each family. Therefore, information concerning both the nature and the fact of the School's relationships has independent actual or potential economic value from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use. The confidentiality of the School's families is essential to the continued economic viability of the School and is subject to continuous, vigorous efforts by the School to maintain secrecy.

3. Confidential Information Defined. "Confidential Information" of the School includes, but is not limited to, proprietary and/or trade secret information, intellectual property, ideas innovations, organization financial documents and transactions, student and family information and records, confidential financial data or other non-public proprietary organization information,

confidential information regarding business partners, vendors, or families and students, business methods, devices, processes, compilation of information, computer software developed by or for the School records, methods of data processing, surveys, designs, questionnaires, reports, industry norms, models, forecasts, formulae, equations, studies or data developed in connection with any project or activity of the School, and School financial information.

A. Exclusions. Confidential Information shall not include: (a) information now and hereafter voluntarily disseminated by the School to the public or which otherwise becomes part of the public domain through lawful means; (b) information already known to Employee as documented by written records which predate Employee's employment with the School; and (c) information independently developed by Employee after termination of Employee's employment.

4. Value of the School's Workforce. The Parties further acknowledge and agree that the School needs to maintain a stable workforce in order to remain in business. Thus, the School is entitled to protect its legitimate business interest in preventing persons from disrupting, damaging, impairing, or interfering with its business by soliciting its employees for employment with another company.

5. Employee's Obligations as to Confidential Information. Therefore, as a condition of employment, Employee agrees to maintain the secrecy of the School's Confidential Information and to not engage in unfair competition with the School as follows:

A. No Disclosure. Employee will not use, disclose, or disseminate in any manner whatsoever any Confidential Information, either directly or indirectly, either during employment with the School or following termination of employment, except as required in the course of employment with the School, or as expressly authorized in writing by an officer or manager of the School.

B. No Reproduction or Removal. Employee will not reproduce in any manner, or remove from the School or Employee's work location, any Confidential Information, whether or not recorded in writing, by sound or visual means, on computer or computer disk or by any other means, either during employment with the School or following termination of employment, except as required in the course of employment with the School, or expressly authorized in writing by an officer of the School.

C. Duty to Prevent Disclosure. Employee will take all precautions reasonably necessary to prevent the unauthorized use, disclosure, or dissemination of Confidential Information either during employment with the School or following termination of employment with the School.

D. Required Disclosure. Notwithstanding Sections A, B and C above, in the event that Employee is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other similar process in legal proceedings) to disclose any of the Confidential Information, Employee shall provide the School with prompt written notice of any such request

or requirement so that the School may seek a protective order or other appropriate remedy, or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the School, Employee is nonetheless legally compelled to disclose Confidential Information to any tribunal or else stand liable for contempt or suffer other censure or penalty, Employee may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information that is legally required to be disclosed, provided that Employee exercises his or her best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the School to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such tribunal.

- E. Ownership of Materials; Return of Materials Upon Termination of Employment. All Confidential Information and/or other ideas, concepts, know-how, techniques, processes, methods, inventions, discoveries, developments, innovations, and improvements, that are reasonably related to the business of the School, involve the School's research or development (whether actual or demonstrably anticipated), or are produced by Employee during the period of employment with the School belongs to the School and not Employee. Upon termination of Employee's employment with the School for any reason whatsoever, Employee will immediately turn over to the School all Confidential Information. Additionally, Employee will return all other School property or equipment, including but not limited to keys, entry devices, documents, computer software, and/or other materials related to the business, professional or personal affairs of the School or any of the School's families. Further, Employee will not retain any copies of any of the above materials in hardcopy, electronic or other form.
- F. Prohibition on Use of Trade Secret Information. Employee agrees that during Employee's employment with the School and following termination of Employee's employment with the School, for any reason whatsoever, Employee shall not use the School's trade secret information, including without limitation, (1) to contact or solicit any families or prospective families of the School whom Employee served or whose names became known to Employee while in the employ of the School either on the Employee's behalf or on behalf of any other party engaged in a business which is competitive with the School or (2) to solicit the employment of any School employee, whether or not the solicited employee would commit any breach of his or her own employment terms by leaving the service of the School.
- G. No Competition During Employment. Employee agrees that during employment with the School, Employee will not engage in any other employment or activity that might interfere with or be in competition with the interests of the School.
- H. Student Information. Employee agrees not to use, disclose, or disseminate in any manner whatsoever, for compensation or otherwise, any information, actions, events, behavior, or other conduct that Employee observes or hears from the

School's students or their families, either directly or indirectly, either during employment with the School or following termination of employment. Employee further agrees to take all precautions reasonably necessary to prevent the unauthorized use, disclosure, or dissemination of the School's students' information, actions, events, behavior, or other conduct, either during employment with the School or following termination of employment with the School.

6. Trade Secrets. The Parties further recognize and acknowledge that neither the above provisions nor the School's exercise of any rights thereunder shall limit the rights of the School under applicable statutes and common law rules regarding trade secrets, including without limitation, the Uniform Trade Secrets Act (Cal. Civ. Code Section 3426 et seq.) or limit the rights of the School to seek damages relief. In particular, and without limitation of the foregoing, the School reserves its rights under California Civil Code Section 3426.3 to seek total damages in an amount two times that of actual damages suffered as a result of misappropriation of its Confidential Information.

7. School's Entitlement to Compensation Received by Employee for Use or Disclosure of Confidential Information. Employee further expressly agrees that, without limiting any other right or remedies the School may have, the School shall be entitled to recover any and all monies or other benefits whatsoever received by Employee or on Employee's behalf or by any other person or entity from any and all sources in connection with any use or dissemination by Employee, or Employee's agents, of any Confidential Information and that any such monies or other benefits so received shall be held in trust by the recipient for immediate payment over to the School.

8. Severability. In the event a court of competent jurisdiction finds any provision of this Agreement to be invalid or otherwise unenforceable, the remaining portions of this Agreement will retain their full force and effect.

9. Entire and Sole Agreement. The Parties agree that this Agreement contains their entire agreement and supersedes all other agreements and understandings, whether written or oral, covering the subject matter hereof. The Parties warrant that there were no representations, agreements, arrangements or understandings, whether written or oral, between them relating to the subject matter contained in this Agreement which are not fully expressed herein. No modification, amendment or waiver of any of the provisions contained in this Agreement, or any future representations, promise, or condition in connection with the subject matter of this Agreement, shall be binding upon any party to this Agreement unless made in writing and signed by such party or by a duly authorized officer, partner, or agent of such party.

10. Governing Law. The Parties agree that the laws of the State of California shall govern the interpretation and enforcement of this Agreement, without giving effect to that State's choice of law rules.

11. Independent Review and Advice. By signing his/her name below, Employee expressly acknowledges that he/she has read this Agreement, has had the opportunity to ask School representatives questions about it, has had the opportunity to consult with an attorney of his/her choice (at his/her own expense) before signing it, and understands the contents of this Agreement.


Employee further agrees that signing this Agreement is a condition of his/her employment with the School and payment therefore, which he/she understood before accepting employment with the School.

12. Costs and Attorneys Fees. In the event of any dispute, controversy, or other proceedings (including litigation or arbitration) arising out of or related to this Agreement, the prevailing party shall be entitled to reimbursement of all of its costs, including attorney and expert witnesses' fees and costs.

13. Successors and Assigns. All covenants, representations, warranties and agreements of the Parties contained herein shall be binding upon and inure to the benefit of their respective successors and permitted assigns.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Date: 2/22/2023  
Date: \_\_\_\_\_  
NAM \_\_\_\_\_

Date: 2/21/2023  
Date: \_\_\_\_\_  
By:  \_\_\_\_\_  
Its: Chief Executive Officer



# EAA 2022/2023 Staffing Calendar - 238 (12 month Classified) Employee

| JULY |    |    |    |    |    |    | AUGUST |    |    |    |    |    |    | SEPTEMBER |    |    |    |    |    |    | OCTOBER |    |               |                    |    |             |                         | IMPORTANT DATES       |    |    |     |                          |  |  |  |  |  |  |
|------|----|----|----|----|----|----|--------|----|----|----|----|----|----|-----------|----|----|----|----|----|----|---------|----|---------------|--------------------|----|-------------|-------------------------|-----------------------|----|----|-----|--------------------------|--|--|--|--|--|--|
| S    | M  | T  | W  | T  | F  | S  | S      | M  | T  | W  | T  | F  | S  | S         | M  | T  | W  | T  | F  | S  | S       | M  | T             | W                  | T  | F           | S                       |                       |    |    |     |                          |  |  |  |  |  |  |
| 3    | 4  | 5  | 6  | 7  | 8  | 9  | 1      | 2  | 3  | 4  | 5  | 6  | 4  | 5         | 6  | 7  | 8  | 9  | 10 | 11 | 12      | 13 | 1             | 2                  | 3  | 4           | 5                       | 6                     | 7  | 8  | 7/1 | Contract Start Date      |  |  |  |  |  |  |
| 10   | 11 | 12 | 13 | 14 | 15 | 16 | 7      | 8  | 9  | 10 | 11 | 12 | 13 | 11        | 12 | 13 | 14 | 15 | 16 | 17 | 18      | 19 | 20            | 2                  | 3  | 4           | 5                       | 6                     | 7  | 8  | 7/4 | Independence Day Holiday |  |  |  |  |  |  |
| 17   | 18 | 19 | 20 | 21 | 22 | 23 | 14     | 15 | 16 | 17 | 18 | 19 | 20 | 18        | 19 | 20 | 21 | 22 | 23 | 24 | 25      | 26 | 27            | 9                  | 10 | 11          | 12                      | 13                    | 14 | 15 | 9/5 | Labor Day Holiday        |  |  |  |  |  |  |
| 24   | 25 | 26 | 27 | 28 | 29 | 30 | 21     | 22 | 23 | 24 | 25 | 26 | 27 | 25        | 26 | 27 | 28 | 29 | 30 | 16 | 17      | 18 | 19            | 20                 | 21 | 22          | 11/11                   | Veteran's Day Holiday |    |    |     |                          |  |  |  |  |  |  |
| 31   |    |    |    |    |    |    | 28     | 29 | 30 | 31 |    |    |    |           | 30 | 31 |    |    |    |    |         |    | 11/21 - 11/25 | Thanksgiving Break |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    | 12/19 - 1/6 | Winter Break            |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    | 1/16        | MLK Day Holiday         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    | 2/17 - 2/20 | Presidents' Day Weekend |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    | 3/13 - 3/17 | Spring Break            |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    | 5/29        | Memorial Day            |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    | 6/30        | Contract End Date       |                       |    |    |     |                          |  |  |  |  |  |  |
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|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |
|      |    |    |    |    |    |    |        |    |    |    |    |    |    |           |    |    |    |    |    |    |         |    |               |                    |    |             |                         |                       |    |    |     |                          |  |  |  |  |  |  |





**The Mission Inn Hotel & Spa**  
 3649 Mission Inn Avenue, Riverside, CA 92501  
 Phone: (951) 784-0300

**Check #: 76007**  
 Page 1 of 1  
 Date Printed: 1/27/2023

**Estimate of Charges**

|                          |  |                          |                               |
|--------------------------|--|--------------------------|-------------------------------|
| <b>Account:</b>          | Elite Academic Academy   | <b>Event Date:</b>       | Tuesday, January 31, 2023     |
| <b>Post As:</b>          | Elite Academic Academy Professional Development 2023                     | <b>Contact:</b>          | Gena Altamirano               |
| <b>Address:</b>          | 43414 Business Park Drive<br>Temecula, California 92590<br>United States | <b>Phone:</b>            | (951) 528-4247                |
|                          |  | <b>Email:</b>            | galtamirano@eliteacademic.com |
|                          |  | <b>Onsite Contact:</b>   |                               |
|                          |  | <b>Onsite Mobile:</b>    |                               |
| <b>Master Account #:</b> |  | <b>Catering Manager:</b> | Karmione Franco               |
| <b>Payment Method:</b>   |  | <b>Booked By:</b>        | Opal Strong                   |

| <b>Food</b> |                                     |                         |                    |
|-------------|-------------------------------------|-------------------------|--------------------|
| Quantity    | Item                                | Price                   | Amount             |
| 30          | The Deluxe Continental Breakfast    | \$ 27.00                | \$ 810.00          |
| 30          | Southern California Luncheon Buffet | \$ 56.00                | \$ 1,680.00        |
|             |                                     | <b>Subtotal:</b>        | <b>\$ 2,490.00</b> |
|             |                                     | <b>Service Charge:</b>  | \$ 572.70          |
|             |                                     | <b>Sales Tax 8.75%:</b> | \$ 267.99          |
|             |                                     | <b>Food Total:</b>      | <b>\$ 3,330.69</b> |

| <b>Parking</b> |  |                        |               |
|----------------|--|------------------------|---------------|
| Quantity       | Item   | Price                  | Amount        |
| 0              | Non Hosted Self & Valet Parking @ the Prevailing Rates |                        | \$ .00        |
|                |  | <b>Subtotal:</b>       | <b>\$ .00</b> |
|                |  | <b>Service Charge:</b> | \$ .00        |
|                |  | <b>Parking Total:</b>  | <b>\$ .00</b> |

|  |                          |                    |
|--|--------------------------|--------------------|
|  | <b>Check Grand Total</b> | <b>\$ 3,330.69</b> |
|  | <b>Deposit Paid</b>      | <b>\$ .00</b>      |
|  | <b>Balance Due</b>       | <b>\$ 3,330.69</b> |

Total Cost Split  
Between Schools

LU= \$1,665.35  
ME= \$1,665.34



**Estimate of Charges**

|                          |   |                          |                                     |
|--------------------------|---|--------------------------|-------------------------------------|
| <b>Account:</b>          | Elite Academic Academy  | <b>Event Date:</b>       | <b>Wednesday, February 01, 2023</b> |
| <b>Post As:</b>          | Elite Academic Academy Professional Development 2023                        | <b>Contact:</b>          | Gena Altamirano                     |
| <b>Address:</b>          | 43385 Business Park Dr #130,<br>Temecula, California 92590<br>United States | <b>Phone:</b>            | (951) 528-4247                      |
|                          |   | <b>Email:</b>            | galtamirano@eliteacademic.com       |
|                          |   | <b>Onsite Contact:</b>   |                                     |
|                          |   | <b>Onsite Mobile:</b>    |                                     |
| <b>Master Account #:</b> |   | <b>Catering Manager:</b> | Karmione Franco                     |
| <b>Payment Method:</b>   |   | <b>Booked By:</b>        | Opal Strong                         |

| <b>Food</b>  |   |                          |                    |
|--------------|---|--------------------------|--------------------|
| Quantity     | Item  | Price                    | Amount             |
| 200          | Smoked Salmon Rose on Cucumber                    | \$ 5.00                  | \$ 1,000.00        |
| 200          | Crispy Coconut Shrimp, Spiced Mango Chutney       | \$ 5.00                  | \$ 1,000.00        |
| 200          | Mini Chicken Quesadilla, Caramelized Onions, Feta | \$ 4.00                  | \$ 800.00          |
| 200          | Vegan Apple Cinnamon Empanada                     | \$ 4.00                  | \$ 800.00          |
| 200          | Vegan Soyrito & Mixed Vegetable Turnover          | \$ 4.00                  | \$ 800.00          |
| 200          | Vegetable Spring Rolls with Plum Sauce            | \$ 4.00                  | \$ 800.00          |
| 200          | Mini Spicy Chicken Salad Spinach Tortilla Wrap    | \$ 4.00                  | \$ 800.00          |
| 0            | Tray Passed Hors d'Oeuvres                        | \$ .00                   | \$ .00             |
|              |   | <b>Subtotal:</b>         | <b>\$ 6,000.00</b> |
|              |   | <b>Service Charge:</b>   | <b>\$ 1,380.00</b> |
|              |   | <b>Sales Tax 8.75%:</b>  | <b>\$ 645.76</b>   |
|              |   | <b>Food Total:</b>       | <b>\$ 8,025.76</b> |
| <b>Labor</b> |   |                          |                    |
| Quantity     | Item  | Price                    | Amount             |
| 1            | Security Fee                                      | \$ 150.00                | \$ 150.00          |
|              |   | <b>Subtotal:</b>         | <b>\$ 150.00</b>   |
|              |   | <b>Service Charge:</b>   | <b>\$ 34.50</b>    |
|              |   | <b>Sales Tax 8.75%:</b>  | <b>\$ 16.14</b>    |
|              |   | <b>Labor Total:</b>      | <b>\$ 200.64</b>   |
|              |   | <b>Check Grand Total</b> | <b>\$ 8,226.40</b> |
|              |   | <b>Deposit Paid</b>      | <b>\$ .00</b>      |
|              |   | <b>Balance Due</b>       | <b>\$ 8,226.40</b> |

Total Cost Split  
Between Schools

LU= \$4,113.20  
ME= \$4,113.20



**The Mission Inn Hotel & Spa**  
 3649 Mission Inn Avenue, Riverside, CA 92501  
 Phone: (951) 784-0300

**Check #: 76006**  
 Page 1 of 1  
 Date Printed: 1/27/2023

**Estimate of Charges**

|                          |  |                          |                               |
|--------------------------|--|--------------------------|-------------------------------|
| <b>Account:</b>          | Elite Academic Academy   | <b>Event Date:</b>       | Monday, January 30, 2023      |
| <b>Post As:</b>          | Elite Academic Academy Professional Development 2023                     | <b>Contact:</b>          | Gena Altamirano               |
| <b>Address:</b>          | 43414 Business Park Drive<br>Temecula, California 92590<br>United States | <b>Phone:</b>            | (951) 528-4247                |
|                          |  | <b>Email:</b>            | galtamirano@eliteacademic.com |
|                          |  | <b>Onsite Contact:</b>   |                               |
|                          |  | <b>Onsite Mobile:</b>    |                               |
| <b>Master Account #:</b> |  | <b>Catering Manager:</b> | Karmione Franco               |
| <b>Payment Method:</b>   |  | <b>Booked By:</b>        | Opal Strong                   |

| <u>Food</u> |                                  |                         |                  |
|-------------|----------------------------------|-------------------------|------------------|
| Quantity    | Item                             | Price                   | Amount           |
| 8           | The Deluxe Continental Breakfast | \$ 27.00                | \$ 216.00        |
| 8           | Taste of Italy Luncheon Buffet   | \$ 53.00                | \$ 424.00        |
|             |                                  | <b>Subtotal:</b>        | <b>\$ 640.00</b> |
|             |                                  | <b>Service Charge:</b>  | <b>\$ 147.20</b> |
|             |                                  | <b>Sales Tax 8.75%:</b> | <b>\$ 68.88</b>  |
|             |                                  | <b>Food Total:</b>      | <b>\$ 856.08</b> |

| <u>Audio Visual</u> |                   |                            |                     |
|---------------------|-------------------|----------------------------|---------------------|
| Quantity            | Item              | Price                      | Amount              |
| 1                   | Audio Visual Item | \$ 26,704.09               | \$ 26,704.09        |
|                     |                   | <b>Subtotal:</b>           | <b>\$ 26,704.09</b> |
|                     |                   | <b>Service Charge:</b>     | <b>\$ .00</b>       |
|                     |                   | <b>Audio Visual Total:</b> | <b>\$ 26,704.09</b> |

| <u>Labor</u> |                  |                         |                  |
|--------------|------------------|-------------------------|------------------|
| Quantity     | Item             | Price                   | Amount           |
| 1            | Buffet Labor Fee | \$ 150.00               | \$ 150.00        |
|              |                  | <b>Subtotal:</b>        | <b>\$ 150.00</b> |
|              |                  | <b>Service Charge:</b>  | <b>\$ 34.50</b>  |
|              |                  | <b>Sales Tax 8.75%:</b> | <b>\$ 16.14</b>  |
|              |                  | <b>Labor Total:</b>     | <b>\$ 200.64</b> |

|  |                          |                     |
|--|--------------------------|---------------------|
|  | <b>Check Grand Total</b> | <b>\$ 27,760.81</b> |
|  | <b>Deposit Paid</b>      | <b>\$ 5,500.00</b>  |
|  | <b>Balance Due</b>       | <b>\$ 22,260.81</b> |

Total Cost Split  
Between Schools

LU= \$11,130.41  
ME= \$11,130.40



**The Mission Inn Hotel & Spa**  
 3649 Mission Inn Avenue, Riverside, CA 92501  
 Phone: (951) 784-0300

**Check #: 76008**  
 Page 1 of 1  
 Date Printed: 1/27/2023

**Estimate of Charges**

|                          |  |                          |                               |
|--------------------------|--|--------------------------|-------------------------------|
| <b>Account:</b>          | Elite Academic Academy   | <b>Event Date:</b>       | Wednesday, February 01, 2023  |
| <b>Post As:</b>          | Elite Academic Academy Professional Development 2023                     | <b>Contact:</b>          | Gena Altamirano               |
| <b>Address:</b>          | 43414 Business Park Drive<br>Temecula, California 92590<br>United States | <b>Phone:</b>            | (951) 528-4247                |
|                          |  | <b>Email:</b>            | galtamirano@eliteacademic.com |
|                          |  | <b>Onsite Contact:</b>   |                               |
|                          |  | <b>Onsite Mobile:</b>    |                               |
| <b>Master Account #:</b> |  | <b>Catering Manager:</b> | Karmione Franco               |
| <b>Payment Method:</b>   |  | <b>Booked By:</b>        | Opal Strong                   |

| <b>Food</b> |                                  |                         |                     |
|-------------|----------------------------------|-------------------------|---------------------|
| Quantity    | Item                             | Price                   | Amount              |
| 120         | The Deluxe Continental Breakfast | \$ 27.00                | \$ 3,240.00         |
| 120         | Mexican Fiesta Luncheon Buffet   | \$ 50.00                | \$ 6,000.00         |
|             |                                  | <b>Subtotal:</b>        | <b>\$ 9,240.00</b>  |
|             |                                  | <b>Service Charge:</b>  | <b>\$ 2,125.20</b>  |
|             |                                  | <b>Sales Tax 8.75%:</b> | <b>\$ 994.46</b>    |
|             |                                  | <b>Food Total:</b>      | <b>\$ 12,359.66</b> |

| <b>Labor</b> |                  |                         |                  |
|--------------|------------------|-------------------------|------------------|
| Quantity     | Item             | Price                   | Amount           |
| 120          | Box Handling Fee | \$ 5.00                 | \$ 600.00        |
|              |                  | <b>Subtotal:</b>        | <b>\$ 600.00</b> |
|              |                  | <b>Service Charge:</b>  | <b>\$ 138.00</b> |
|              |                  | <b>Sales Tax 8.75%:</b> | <b>\$ 64.58</b>  |
|              |                  | <b>Labor Total:</b>     | <b>\$ 802.58</b> |

|  |                          |                     |
|--|--------------------------|---------------------|
|  | <b>Check Grand Total</b> | <b>\$ 13,162.24</b> |
|  | <b>Deposit Paid</b>      | <b>\$ .00</b>       |
|  | <b>Balance Due</b>       | <b>\$ 13,162.24</b> |

Total Cost Split  
Between Schools

LU= \$6,581.12  
ME= \$6,581.12



**The Mission Inn Hotel & Spa**  
 3649 Mission Inn Avenue, Riverside, CA 92501  
 Phone: (951) 784-0300

**Check #: 76010**  
 Page 1 of 1  
 Date Printed: 1/27/2023

**Estimate of Charges**

|                          |  |                          |                               |
|--------------------------|--|--------------------------|-------------------------------|
| <b>Account:</b>          | Elite Academic Academy   | <b>Event Date:</b>       | Thursday, February 02, 2023   |
| <b>Post As:</b>          | Elite Academic Academy Professional Development 2023                     | <b>Contact:</b>          | Gena Altamirano               |
| <b>Address:</b>          | 43414 Business Park Drive<br>Temecula, California 92590<br>United States | <b>Phone:</b>            | (951) 528-4247                |
|                          |  | <b>Email:</b>            | galtamirano@eliteacademic.com |
|                          |  | <b>Onsite Contact:</b>   |                               |
|                          |  | <b>Onsite Mobile:</b>    |                               |
| <b>Master Account #:</b> |  | <b>Catering Manager:</b> | Karmione Franco               |
| <b>Payment Method:</b>   |  | <b>Booked By:</b>        | Opal Strong                   |

| <b>Food</b> |                                  |                          |                     |
|-------------|----------------------------------|--------------------------|---------------------|
| Quantity    | Item                             | Price                    | Amount              |
| 120         | The Deluxe Continental Breakfast | \$ 27.00                 | \$ 3,240.00         |
| 120         | Deli Luncheon Buffet             | \$ 45.00                 | \$ 5,400.00         |
|             |                                  | <b>Subtotal:</b>         | <b>\$ 8,640.00</b>  |
|             |                                  | <b>Service Charge:</b>   | <b>\$ 1,987.20</b>  |
|             |                                  | <b>Sales Tax 8.75%:</b>  | <b>\$ 929.89</b>    |
|             |                                  | <b>Food Total:</b>       | <b>\$ 11,557.09</b> |
|             |                                  | <b>Check Grand Total</b> | <b>\$ 11,557.09</b> |
|             |                                  | <b>Deposit Paid</b>      | <b>\$ .00</b>       |
|             |                                  | <b>Balance Due</b>       | <b>\$ 11,557.09</b> |

Total Cost Split  
Between Schools

LU= \$5,778.55  
ME= \$5,778.54



**The Mission Inn Hotel & Spa**  
 3649 Mission Inn Avenue, Riverside, CA 92501  
 Phone: (951) 784-0300

**Check #: 76015**  
 Page 1 of 1  
 Date Printed: 1/27/2023

**Estimate of Charges**

|                          |  |                          |                               |
|--------------------------|--|--------------------------|-------------------------------|
| <b>Account:</b>          | Elite Academic Academy   | <b>Event Date:</b>       | Friday, February 03, 2023     |
| <b>Post As:</b>          | Elite Academic Academy Professional Development 2023                     | <b>Contact:</b>          | Gena Altamirano               |
| <b>Address:</b>          | 43414 Business Park Drive<br>Temecula, California 92590<br>United States | <b>Phone:</b>            | (951) 528-4247                |
|                          |  | <b>Email:</b>            | galtamirano@eliteacademic.com |
|                          |  | <b>Onsite Contact:</b>   |                               |
|                          |  | <b>Onsite Mobile:</b>    |                               |
| <b>Master Account #:</b> |  | <b>Catering Manager:</b> | Karmione Franco               |
| <b>Payment Method:</b>   |  | <b>Booked By:</b>        | Opal Strong                   |

| <b>Food</b> |                                  |                          |                    |
|-------------|----------------------------------|--------------------------|--------------------|
| Quantity    | Item                             | Price                    | Amount             |
| 120         | The Deluxe Continental Breakfast | \$ 27.00                 | \$ 3,240.00        |
|             |                                  | <b>Subtotal:</b>         | <b>\$ 3,240.00</b> |
|             |                                  | <b>Service Charge:</b>   | \$ 745.20          |
|             |                                  | <b>Sales Tax 8.75%:</b>  | \$ 348.71          |
|             |                                  | <b>Food Total:</b>       | <b>\$ 4,333.91</b> |
|             |                                  | <b>Check Grand Total</b> | <b>\$ 4,333.91</b> |
|             |                                  | <b>Deposit Paid</b>      | \$ .00             |
|             |                                  | <b>Balance Due</b>       | <b>\$ 4,333.91</b> |

Total Cost Split  
Between Schools

LU= \$2,166.96  
ME= \$2,166.95



# FDSC

Floral Design by Susan C  
27137 Langside Ave  
Canyon Country, CA 91351  
818-326-3903

## Bill To

Attn. Gena A  
Elite Academic Academy

## Ship To

Mission Inn Hotel  
3649 Mission Inn Avenue,  
Riverside, CA 92501  
Grand Parisian Ballroom

## Invoice #

10221

## Invoice Date

02/01/2023

## Due Date

02/01/2023

| Qty | Description   | Unit Price | Amount |
|-----|---|------------|--------|
| 1   | Hexagon/ white backdrop with<br>balloon garlands on each side.<br>White, gold, and back | 450.00     | 450.00 |
| 1   | Delivery, set up and undo<br>included in price  | 0.00       | 0.00   |

**INVOICE TOTAL**

**\$450.00**

Total Cost Split  
Between Schools

LU= \$225.00  
ME= \$225.00

## Terms & Conditions

PLEASE make check payable to Susan Castillo.  
Cash, Venmo and Zelle also accepted  
Thank you for your patronage.

# Transaction py7762yy

## Merchant Information

Merchant Send a Cake

## Transaction Information

Type Sale

Amount \$5,235.77 USD

Transaction Date Jan 20 2023, 12:12 PM PST

Approval Code 07714G

Status Settled

## Payment Information

Payment Type Credit Card

Transaction Origin E-Commerce

Card Type Visa

Cardholder Name

Credit Card Number \*\*\*\*\*0348

## Customer Information

Name Meghan Freeman

Email mfreeman@eliteacademic.com

Billing Address Meghan Freeman  
43414 Business Park Drive  
Temecula, 92590

**Total Cost Split  
Between Schools**

**LU= \$2,617.89  
ME= \$2,617.88**

**EAA - Mountain Empire**  
**FY 22.23 Second Interim Report**  
**February 2023**

|  | 2021-22          | 2022-23           | 2023-24           | 2024-25           |
|--|------------------|-------------------|-------------------|-------------------|
|  | Audited Actuals  | Projected Budget  | Projected Budget  | Projected Budget  |
| <b>REVENUE</b>                                 | <b>ADA</b>       | <b>909,75</b>     | <b>964,34</b>     | <b>1,022,20</b>   |
| LCFF   | 7,056,080        | 10,259,179        | 11,467,278        | 12,642,581        |
| Special Education - state                      | 493,392          | 571,719           | 606,022           | 642,383           |
| Special Education - federal                    | 110,083          | 102,125           | 108,253           | 114,748           |
| Title I & II                                   | 95,430           | 106,116           | 112,483           | 119,232           |
| Lottery  | 180,103          | 215,611           | 228,547           | 242,260           |
| Mandate Block Grant                            | 19,631           | 20,593            | 21,829            | 23,138            |
| ESSER 1 & 2 & Other CV Relief                  | 3                |                   |                   |                   |
| ESSER 3  | 249,924          |                   |                   |                   |
| Educator Effectiveness Block Grant             | 73,359           | 50,000            | 50,000            | 50,000            |
| MTSS   |                  | 67,127            | 57,918            |                   |
| 21-22 ELO-G                                    | 318,020          |                   |                   |                   |
| A-G Completion                                 | 29,967           |                   |                   |                   |
| Universal Prekindergarten Planning & Implement |                  | 53,795            | 352,040           | 373,162           |
| CTEIG  | 89,938           | 332,113           | 345,707           | 345,707           |
| Learning Recovery Emergency Block Grant        |                  |                   | 240,197           | 240,197           |
| Arts, Music, and Instructional Materials       |                  | 4,295             |                   |                   |
| Ethnic Studies                                 |                  | 9,868             | 9,868             | 9,868             |
| Other miscellaneous                            | 823              |                   |                   |                   |
| <b>Total Revenue</b>                           | <b>8,716,753</b> | <b>11,792,541</b> | <b>13,710,141</b> | <b>14,803,277</b> |
| <b>EXPENSES</b>                                |                  |                   |                   |                   |
| Salary Expense - certificated                  | 3,525,613        | 4,794,164         | 5,234,268         | 5,714,774         |
| Salary Expense - classified                    | 411,317          | 566,132           | 600,100           | 636,106           |
| Total Salary Expense                           | 3,936,930        | 5,360,296         | 5,834,368         | 6,350,880         |
| Benefits & Taxes                               | 1,014,090        | 1,378,798         | 1,461,526         | 1,549,217         |
| Materials & Supplies                           | 721,477          | 1,017,031         | 1,347,567         | 1,785,526         |
| Services & Operating Expenses                  | 2,986,222        | 3,594,020         | 4,190,628         | 4,308,804         |
| Interest Expense                               | 28,187           | 86,248            | 88,835            | 91,501            |
| Total Expenses                                 | 8,686,906        | 11,436,393        | 12,922,923        | 14,085,926        |
| Net Surplus (Deficit)                          | 29,847           | 356,148           | 787,218           | 717,350           |
| Beginning Fund Balance                         | 990,741          | 1,020,588         | 1,376,736         | 2,163,954         |
| Ending Funding Balance                         | 1,020,588        | 1,376,736         | 2,163,954         | 2,881,304         |

**ASSUMPTIONS:**

- 1) The average daily attendance (ADA) for the 2022-23 year is projected to be 909.75
- 2) 2022-23 Non-recurring revenue is projected to be \$507,330 (in green)
- 3) CTEIG revenue has been announced, totaling \$332,113
- 4) All other 2022-23 revenue is a function of ADA.
- 5) Unearned (deferred) revenue stands at \$1,339,726
- 6) The FY 2022-23 beginning fund balance at June 30, 2022 is \$1,020,588, with a projected surplus of \$356,148, for a projected ending fund balance of \$1,376,736 at June 30, 2023.

| Proj 22.23   | ME | TK-B | TK-A          | TOTAL         |
|--------------|----|------|---------------|---------------|
| TK-3         |    |      | 286.97        |               |
| 4-6          |    |      | 195.45        |               |
| 7-8          |    |      | 115.22        |               |
| 9-12         |    |      | 125.74        |               |
| <b>TOTAL</b> |    |      | <b>186.37</b> | <b>909.75</b> |

| TOTAL ADA |        |
|-----------|--------|
| FY 21.22  | 721.23 |
| FY 22.23  | 909.75 |

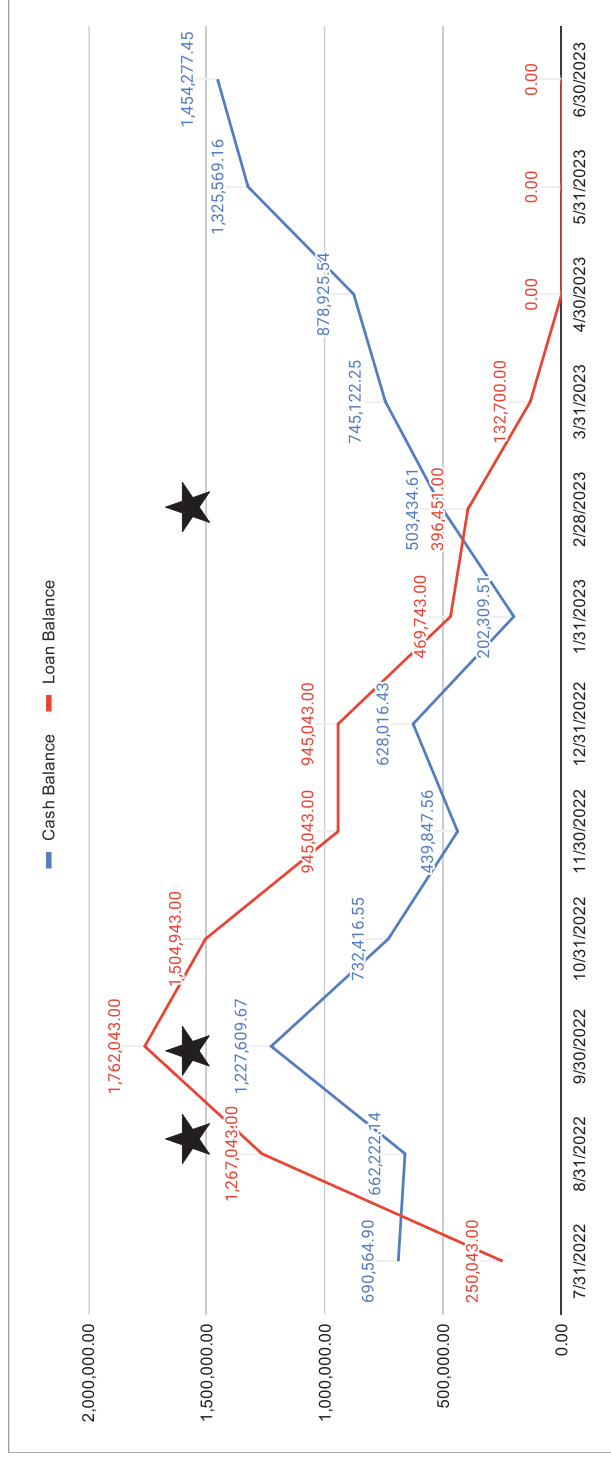
|              | 7/31/2022  | 8/31/2022    | 9/30/2022    | 10/31/2022   | 11/30/2022 | 12/31/2022 | 1/31/2023  | 2/28/2023  | 3/31/2023  | 4/30/2023  | 5/31/2023    | 6/30/2023    |
|--------------|------------|--------------|--------------|--------------|------------|------------|------------|------------|------------|------------|--------------|--------------|
| Cash Balance | 690,564.90 | 662,222.14   | 1,227,609.67 | 732,416.55   | 439,847.56 | 628,016.43 | 202,309.51 | 503,434.61 | 745,122.25 | 878,925.54 | 1,325,569.16 | 1,454,277.45 |
| Loan Balance | 250,043.00 | 1,267,043.00 | 1,762,043.00 | 1,504,943.00 | 945,043.00 | 945,043.00 | 469,743.00 | 396,451.00 | 132,700.00 | 0.00       | 0.00         | 0.00         |

Borrowing plan based on board approved 1.8m line of credit - June 2022

REPAYMENTS

|            |              |                          |
|------------|--------------|--------------------------|
| 9/30/2022  | \$457,100.00 |                          |
| 10/30/2022 | \$455,700.00 |                          |
| 12/31/2022 | \$475,300.00 | 8/22/2022 \$1,000,895.00 |
| 1/31/2023  | \$475,300.00 | 9/21/2022 \$915,719.00   |
| 3/31/2023  | \$273,700.00 | 2/21/2023 \$402,008.00   |
| 4/31/2023  | \$132,700.00 |                          |

ROUNDS OF BORROWING



# LCFF Calculator Caveats

v.23.2c

11-21-22

Every effort was made to make the calculator as accurate as possible. However, because the calculator is based on estimates and assumptions, actual Local Control Funding Formula (LCFF) funding may differ from the amounts generated by the calculator. In some cases, LEA-specific and unique complexities that exist for a small percentage of local educational agencies (LEAs) may result in errors. Every unique situation is not modeled in the calculator, and the calculator may not be useful for all LEAs

*The following bullets highlight these assumptions, and some of the unique situations and known issues that could be identified.*

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General The calculator is based on the LCFF statute as currently written, unless otherwise noted in these caveats. In some cases there may be differences in rounding +/- \$1.

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A proration/(deficit) factor assumption has been built into the LCFF calculator. The proration factor methodology and application is subject to revision should the state choose to apply a proration factor, or other deficit factor, in the future.

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The calculator includes cost of living adjustments (COLA) and if applicable proration factors as estimated by the Department of Finance (DOF).

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The calculator prepopulates with certified data provided by the California Department of Education (CDE) for the calculation of principal apportionment. Users should independently verify prefilled data, and should make adjustments as needed if revisions have been filed.

-----  
The Education Protection Account (EPA) proportionate share percentage is based on estimates released by the CDE that may not yet be finalized. Therefore, the percentage may change from what is shown in the calculator through final calculation in February of the following fiscal year.

NEW  
2022-23

-----  
Average daily attendance used to calculate funding estimates are based on the language in the 2022-23 enacted state budget. These calculations have been reviewed with the CDE, but will not be referenced in the principal apportionment exhibits until the 2022-23 P1 attendance certification. As a result, LEA's will not be able to verify the results of their calculations against funding exhibits until March 2023. It is likely some Proxy ADA calculations may differ from final calculations. Adjustments to the calculator will be made at that time to ensure correlation with CDE final calculations.

NEW  
2022-23

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EPA revenue in the 2021-22 fiscal year increased to an unprecedented level of funding which necessitated changes to the calculation. Pursuant to Section 112 of AB 181 (Chapter 52, Statutes of 2022), the 2012-13 Revenue Limit rates for school districts and charter schools were adjusted to reflect statutory COLA increases from 2013-14 through 2021-22. These rates will continue to receive COLA adjustments moving forward.

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## Charter School Calculations

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The calculator is not designed to directly calculate budget estimates for all-charter school districts because of the unique options selected at the time the district converted. It is recommended all-charter school districts contact the CDE to determine the best method for estimating LCFF revenues.

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Charter schools that are funded under different funding methodologies due to their pupil population are not included as a single scenario within the calculator. These schools are mainly those authorized by a county board of education.

NEW  
2022-23

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Average daily attendance used to calculate funding estimates are based on 2021-22 certified attendance. Per the CDE, funding per Section 123 of AB-181 will be funded as a separate categorical outside of the LCFF. As such the 2021-22 Proxy ADA calculation is not included in the calculations of LCFF funding.

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The calculator is designed for a district to calculate the in lieu taxes and, as such, charter schools should contact their sponsoring authority for in lieu tax amounts to ensure accuracy.

-----  
The calculator does not take into account the following:

- District reorganizations that include a charter school(s) newly authorized by one or more districts affected by the reorganization.
- Charter schools that operated in the prior year but have been reauthorized by a different agency in the current year and have not been certified within the PASE system.

If either of these situations apply, we recommend working with the CDE and FCMAT to determine if the calculator can be adapted.

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## School District Calculations

For districts with necessary small schools (NSS), the calculator models different combinations of NSS and regular ADA to determine the overall maximum funding available. Districts are encouraged to independently select their funding options and evaluate the results to determine which funding method they will elect to follow.

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The calculator does not take into account the following funding adjustments for basic aid school districts:

- Basic Aid Choice
- Basic Aid Court-Ordered Voluntary Pupil Transfer
- Basic Aid Open Enrollment
- Basic Aid Supplement Charter School Adjustment

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The calculator does not take into account the impact of district reorganizations that have not been certified by the CDE via the PASE system. Furthermore, historical year projections may not be accurate. We recommend working with your county office, the CDE and FCMAT to evaluate whether an alternative approach to developing a funding estimate is possible.

## LCFF Calculator Navigation

v.23.2c

11-21-22

### Structure:

- 1 The LCFF Calculator structure has been built to maintain a standard eight-year structure that includes two historical years, one current year and five projection years.
- 2 The Data Entry tab was designed to cluster data entry sections by projection type (charter school or school district). Charter school data entry sections are intentionally placed at the top of the page due to the limited amount of data required to complete a projection.
- 3 The workbook contains conditional formatting to guide users through data entry. Once a projection type is identified and all basic questions are answered, only the highlighted sections require data entry; all remaining sections not applicable to the projection will remain grayed out. No data should be entered in sections that are not highlighted.

| Projection Type Not Identified | Charter School Projection | School District Projection |
|--------------------------------|---------------------------|----------------------------|
|                                | Data Entry Sections       | Data Entry Sections        |

- 4 A separate calculation must be prepared for each LEA, either district or charter school.

Data entry cells: prepopulated with the most current certified data; all data entry cells are unlocked for user edit. Prepopulated data cannot be restored after user override.

### Tab Navigation Key:

Information tabs: provide important projection information and should be reviewed with each update.

Data Entry tab: single data entry tab for ALL LCFF calculations. Sections to be completed are identified through highlighting upon entry of CDS code and responses to required questions.

Primary calculation results tabs: provide calculations and results summaries only. No data is entered on these tabs.

Secondary support calculation tabs: provide details of supporting calculations for components that do not apply to all LEA calculations. No data is entered on these tabs.

User editable tabs: preformatted graphs and blank worksheet tabs.

### Instructions:

- 1 Review Caveats: Important details that may affect LEA calculations are noted in this tab. This tab should be reviewed with each update.
- 2 Data Entry tab: Data for all calculation types is entered into the Data Entry tab.
  - Start a calculation by entering the five-digit code for a school district calculation or seven-digit school code for a charter school calculation. Once the LEA code is entered, the LEA type (district or charter) will be identified and the applicable data entry sections will be highlighted for completion.
  - New charter schools that do not yet have a CDS code should select "Yes" from the drop-down list following the question below the CDS code box.

Section (1) Universal Assumptions: Prepopulated assumptions are based on the most current data released by the Department of Finance and the California Department of Education. COLA and EPA assumptions should be reviewed and updated to match percentage updates published after the version release.

Section (2) Charter School Data Elements Required to Calculate the LCFF: Enter charter school data elements in this section of the Data Entry tab ONLY; do not enter data in sections that are grayed out.

Section (3) School District Data Elements Required to Calculate the LCFF: Enter school district data elements in this section of the Data Entry tab ONLY; do not enter data in sections that are grayed out.

- School districts that are the sponsoring LEA for a charter school or are otherwise required to transfer property taxes to a charter school should answer "YES" to the applicable question in this section, then complete section (5) School District In-Lieu of Property Tax Calculation for Charter Schools. School districts that have necessary small schools should answer "YES" to the applicable question in this section, then complete section (4) Necessary Small Schools ADA.

- TK Add-on Funding: ADA for TK students must be entered in this section for the add-on to calculate. TK ADA should also be included in the ADA section to properly calculate the Base, Supplemental and Concentration Grant.

- 2021-22 Attendance Recovery (Proxy ADA) **School districts must confirm compliance** with the conditions established in section (a) of EC 42238.023 at the top of the attendance section to apply the 2021-22 Attendance recovery (Proxy ADA) calculations. **Charter school's are funded outside of the LCFF**, as such, the Proxy calculations are not included in the LCFF Calculation.

Section (4) Necessary Small Schools ADA: School districts that have necessary small schools must complete section (4) on the Data Entry tab. **Prior year data must be entered for each year including historical years, even when the school is funded under LCFF.**

- NSS Supporting Calculations: details related to NSS funding determination are located in the NSS Calculation tabs.

Section (5) In-Lieu of Property Tax Calculation for Charter Schools: School districts required to transfer in-lieu taxes to charter schools should select "Yes" from the drop-down list in section (3), then complete either section (a) or (b).

- Section (a): **To be completed only by districts that use an alternative rate for in-lieu tax transfers.** Carefully review and follow the instructions located in the In-lieu tax section.

- Section (b): To be completed by districts that follow the traditional allocation of funding for in-lieu tax transfers. Enter ADA for each charter school separately. The tool has been designed to support basic aid district calculations, which require charter school ADA to be entered by grade span. Non basic aid districts can enter the total charter school ADA for each school in any single grade span, it is not necessary to enter ADA by grade span.

- In-Lieu of Property Taxes Results: The supporting calculations and in-lieu of property tax transfer amounts for each charter school are located in the District In-Lieu Taxes tab.

- 3 Review LCFF Calculation and EPA Results: Detailed calculations and results can be viewed on the Calculator, EPA and Summary tabs. No data entry is required on these tabs.
- 4 Supporting Calculations: details related to NSS funding determination and in-lieu tax transfer amounts for each charter school are located in the NSS Calculation and District In-Lieu Taxes tabs.

### Resources:

FCMAT LCFF help desk and calculator updates:

[www.fcmat.org/lcff](http://www.fcmat.org/lcff)

CDE PASE exhibits:

[www.cde.ca.gov/fg/aa/pa/exhibitguides.asp](http://www.cde.ca.gov/fg/aa/pa/exhibitguides.asp)

CDE Exhibit Guide:

[www.cde.ca.gov/fg/aa/pa/exhibitguides.asp](http://www.cde.ca.gov/fg/aa/pa/exhibitguides.asp)

CDE Funding Rates and Information:

[www.cde.ca.gov/fg/aa/pa/lcffcola.asp](http://www.cde.ca.gov/fg/aa/pa/lcffcola.asp)









| Code | Description | 12/15 | 12/16 | 12/17 | 12/18 | 12/19 | 12/20 | 12/21 | 12/22 |
|------|-------------|-------|-------|-------|-------|-------|-------|-------|-------|
| 1000 | 1000        |       |       |       |       |       |       |       |       |
| 1001 | 1001        |       |       |       |       |       |       |       |       |
| 1002 | 1002        |       |       |       |       |       |       |       |       |
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| Code | Description | 12/15 | 12/16 | 12/17 | 12/18 | 12/19 | 12/20 | 12/21 | 12/22 |
|------|-------------|-------|-------|-------|-------|-------|-------|-------|-------|
| 1000 | 1000        |       |       |       |       |       |       |       |       |
| 1001 | 1001        |       |       |       |       |       |       |       |       |
| 1002 | 1002        |       |       |       |       |       |       |       |       |
| 1003 | 1003        |       |       |       |       |       |       |       |       |
| 1004 | 1004        |       |       |       |       |       |       |       |       |
| 1005 | 1005        |       |       |       |       |       |       |       |       |
| 1006 | 1006        |       |       |       |       |       |       |       |       |
| 1007 | 1007        |       |       |       |       |       |       |       |       |
| 1008 | 1008        |       |       |       |       |       |       |       |       |
| 1009 | 1009        |       |       |       |       |       |       |       |       |
| 1010 | 1010        |       |       |       |       |       |       |       |       |
| 1011 | 1011        |       |       |       |       |       |       |       |       |
| 1012 | 1012        |       |       |       |       |       |       |       |       |
| 1013 | 1013        |       |       |       |       |       |       |       |       |
| 1014 | 1014        |       |       |       |       |       |       |       |       |

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**1.1. (FIVE) ANSWER ALL QUESTIONS**

| Question                         | 1  | 2          | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
|----------------------------------|--|------------|---|---|---|---|---|---|---|----|----|----|----|----|----|
| 1. (FIVE) ANSWER ALL QUESTIONS   | <b>1.1. (FIVE) ANSWER ALL QUESTIONS</b>  |            |   |   |   |   |   |   |   |    |    |    |    |    |    |
| 1.1.1                            | Correct name of SCL                      | Greenfield |   |   |   |   |   |   |   |    |    |    |    |    |    |
| 1.1.2                            | Greenfield                               |            |   |   |   |   |   |   |   |    |    |    |    |    |    |
| 1.1.3                            | Number of FTE non-qualifying staff (FTE) | 0          |   |   |   |   |   |   |   |    |    |    |    |    |    |
| 1.1.4                            | Type of funding (e.g. '100% Charitable') | 100%       |   |   |   |   |   |   |   |    |    |    |    |    |    |
| 1.1.5                            | Total funding operational status         | 100%       |   |   |   |   |   |   |   |    |    |    |    |    |    |
| 1.2. (FIVE) ANSWER ALL QUESTIONS | <b>1.2. (FIVE) ANSWER ALL QUESTIONS</b>  |            |   |   |   |   |   |   |   |    |    |    |    |    |    |
| 1.2.1                            | Correct name of SCL                      | Greenfield |   |   |   |   |   |   |   |    |    |    |    |    |    |
| 1.2.2                            | Greenfield                               |            |   |   |   |   |   |   |   |    |    |    |    |    |    |
| 1.2.3                            | Number of FTE non-qualifying staff (FTE) | 0          |   |   |   |   |   |   |   |    |    |    |    |    |    |
| 1.2.4                            | Type of funding (e.g. '100% Charitable') | 100%       |   |   |   |   |   |   |   |    |    |    |    |    |    |
| 1.2.5                            | Total funding operational status         | 100%       |   |   |   |   |   |   |   |    |    |    |    |    |    |
| 1.3. (FIVE) ANSWER ALL QUESTIONS | <b>1.3. (FIVE) ANSWER ALL QUESTIONS</b>  |            |   |   |   |   |   |   |   |    |    |    |    |    |    |
| 1.3.1                            | Correct name of SCL                      | Greenfield |   |   |   |   |   |   |   |    |    |    |    |    |    |
| 1.3.2                            | Greenfield                               |            |   |   |   |   |   |   |   |    |    |    |    |    |    |
| 1.3.3                            | Number of FTE non-qualifying staff (FTE) | 0          |   |   |   |   |   |   |   |    |    |    |    |    |    |
| 1.3.4                            | Type of funding (e.g. '100% Charitable') | 100%       |   |   |   |   |   |   |   |    |    |    |    |    |    |
| 1.3.5                            | Total funding operational status         | 100%       |   |   |   |   |   |   |   |    |    |    |    |    |    |



















|    |       |          |             |                |                      |                         |                            |                               |                                  |                                     |  |   |  |
|----|-------|----------|-------------|----------------|----------------------|-------------------------|----------------------------|-------------------------------|----------------------------------|-------------------------------------|--|---|--|
| 06 | 06-01 | 06-01-01 | 06-01-01-01 | 06-01-01-01-01 | 06-01-01-01-01-01    | 06-01-01-01-01-01-01    | 06-01-01-01-01-01-01-01    | 06-01-01-01-01-01-01-01-01    | 06-01-01-01-01-01-01-01-01-01    | 06-01-01-01-01-01-01-01-01-01-01    | 06-01-01-01-01-01-01-01-01-01-01-01    | 06-01-01-01-01-01-01-01-01-01-01-01-01    | 06-01-01-01-01-01-01-01-01-01-01-01-01-01    |
| 07 | 07-01 | 07-01-01 | 07-01-01-01 | 07-01-01-01-01 | 07-01-01-01-01-01    | 07-01-01-01-01-01-01    | 07-01-01-01-01-01-01-01    | 07-01-01-01-01-01-01-01-01    | 07-01-01-01-01-01-01-01-01-01    | 07-01-01-01-01-01-01-01-01-01-01    | 07-01-01-01-01-01-01-01-01-01-01-01    | 07-01-01-01-01-01-01-01-01-01-01-01-01    | 07-01-01-01-01-01-01-01-01-01-01-01-01-01    |
| 08 | 08-01 | 08-01-01 | 08-01-01-01 | 08-01-01-01-01 | 08-01-01-01-01-01-01 | 08-01-01-01-01-01-01-01 | 08-01-01-01-01-01-01-01-01 | 08-01-01-01-01-01-01-01-01-01 | 08-01-01-01-01-01-01-01-01-01-01 | 08-01-01-01-01-01-01-01-01-01-01-01 | 08-01-01-01-01-01-01-01-01-01-01-01-01 | 08-01-01-01-01-01-01-01-01-01-01-01-01-01 | 08-01-01-01-01-01-01-01-01-01-01-01-01-01-01 |
| 09 | 09-01 | 09-01-01 | 09-01-01-01 | 09-01-01-01-01 | 09-01-01-01-01-01-01 | 09-01-01-01-01-01-01-01 | 09-01-01-01-01-01-01-01-01 | 09-01-01-01-01-01-01-01-01-01 | 09-01-01-01-01-01-01-01-01-01-01 | 09-01-01-01-01-01-01-01-01-01-01-01 | 09-01-01-01-01-01-01-01-01-01-01-01-01 | 09-01-01-01-01-01-01-01-01-01-01-01-01-01 | 09-01-01-01-01-01-01-01-01-01-01-01-01-01-01 |
| 10 | 10-01 | 10-01-01 | 10-01-01-01 | 10-01-01-01-01 | 10-01-01-01-01-01-01 | 10-01-01-01-01-01-01-01 | 10-01-01-01-01-01-01-01-01 | 10-01-01-01-01-01-01-01-01-01 | 10-01-01-01-01-01-01-01-01-01-01 | 10-01-01-01-01-01-01-01-01-01-01-01 | 10-01-01-01-01-01-01-01-01-01-01-01-01 | 10-01-01-01-01-01-01-01-01-01-01-01-01-01 | 10-01-01-01-01-01-01-01-01-01-01-01-01-01-01 |























Charts and Graphs

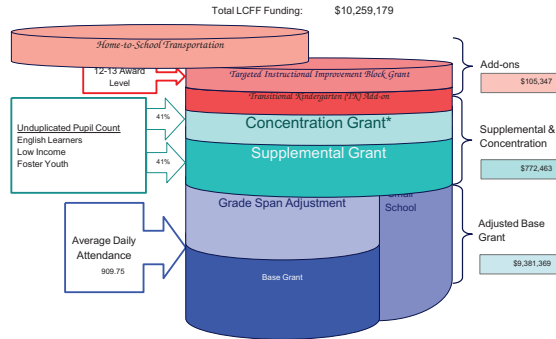
Charts and graphs provided on this tab represent one computational methodology and are not intended to set or communicate any standards of the California Department of Education (CDE) or the Fiscal Crisis and Management Assistance Team (FCMAT). The Graphs tab remains unprotected to allow editing for local standards.

2022-23

Change the fiscal year here to update all of the charts and graphics on this page that only display one fiscal year.

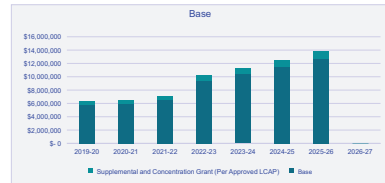
Components of LCFF Entitlement

|   | 2022-23              |     |   |
|---|----------------------|-----|---|
| Base Grant  | \$ 9,017,687         |     | 909.75 ADA                              |
| Grade Span Adjustment                                   | \$ 363,682           |     | \$ 9,381,369 Adjusted Base Grant        |
| Supplemental Grant                                      | \$ 772,463           | 41% |   |
| Concentration Grant                                     | \$ -                 | 41% | \$ 772,463 Supplemental & Concentration |
| Add-ons: Targeted Instructional Improvement Block Grant | \$ -                 |     |   |
| Add-ons: Home-to-School Transportation                  | \$ -                 |     |   |
| Add-ons: Small School District Bus Replacement Program  | \$ -                 |     | \$ 105,347 Add-ons                      |
| Add-ons: Transitional Kindergarten                      | \$ 105,347           |     |   |
| <b>Total</b>  | <b>\$ 10,259,179</b> |     | <b>\$ 10,259,179</b>                    |

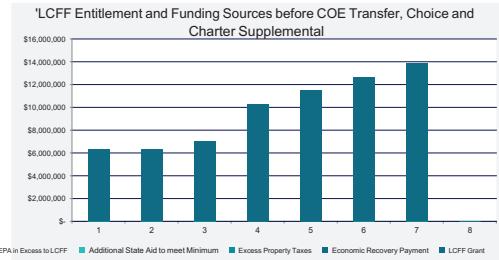


\*Unduplicated Pupil Percentage must be above 55% to receive Concentration Grant funding

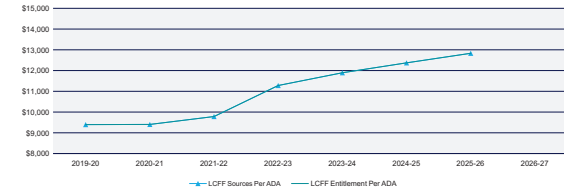
| Minimum Proportionality Analysis                         | 2019-20             | 2020-21             | 2021-22             | 2022-23              | 2023-24              | 2024-25              | 2025-26              | 2026-27     |
|--|---------------------|---------------------|---------------------|----------------------|----------------------|----------------------|----------------------|-------------|
| Base   | \$ 6,898,076        | \$ 8,898,076        | \$ 6,932,771        | \$ 9,381,369         | \$ 10,479,200        | \$ 11,354,074        | \$ 12,703,211        | \$ -        |
| Supplemental and Concentration Grant (Per Approved LCFF) | 484,060             | 469,369             | 522,751             | 772,463              | 870,403              | 956,757              | 1,054,113            | \$ -        |
| <b>Total</b>   | <b>\$ 6,362,136</b> | <b>\$ 6,367,445</b> | <b>\$ 7,055,522</b> | <b>\$ 10,259,179</b> | <b>\$ 11,467,278</b> | <b>\$ 12,642,581</b> | <b>\$ 13,899,976</b> | <b>\$ -</b> |



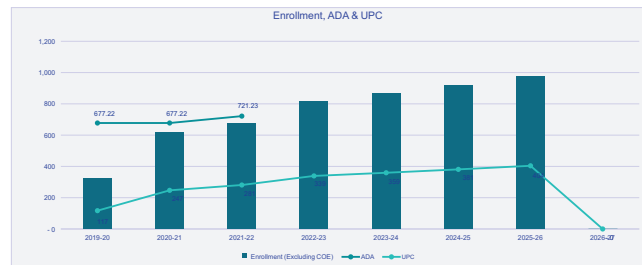
| Funding Sources                      | 2019-20             | 2020-21             | 2021-22             | 2022-23              | 2023-24              | 2024-25              | 2025-26              | 2026-27     |
|--------------------------------------|---------------------|---------------------|---------------------|----------------------|----------------------|----------------------|----------------------|-------------|
| Excess Property Taxes                | \$ -                | \$ -                | \$ -                | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -        |
| Additional State Aid to meet Minimum | \$ -                | \$ -                | \$ -                | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -        |
| EPA in Excess to LCFF                | \$ -                | \$ -                | \$ -                | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -        |
| Economic Recovery Payment            | \$ -                | \$ -                | \$ -                | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -        |
| LCFF Grant                           | \$ 6,362,136        | \$ 6,367,445        | \$ 7,055,522        | \$ 10,259,179        | \$ 11,467,278        | \$ 12,642,581        | \$ 13,899,976        | \$ -        |
| <b>Total General Purpose Funding</b> | <b>\$ 6,362,136</b> | <b>\$ 6,367,445</b> | <b>\$ 7,055,522</b> | <b>\$ 10,259,179</b> | <b>\$ 11,467,278</b> | <b>\$ 12,642,581</b> | <b>\$ 13,899,976</b> | <b>\$ -</b> |



| LCFF Entitlement per ADA           | 2019-20     | 2020-21     | 2021-22     | 2022-23      | 2023-24      | 2024-25      | 2025-26        | 2026-27 |
|------------------------------------|-------------|-------------|-------------|--------------|--------------|--------------|----------------|---------|
| Funded ADA                         | 677.22      | 677.22      | 721.23      | 809.75       | 904.34       | 1,022.20     | 1,083.53       | -0      |
| LCFF Sources per ADA               | \$ 9,394.49 | \$ 9,402.33 | \$ 9,782.62 | \$ 11,276.92 | \$ 11,881.38 | \$ 12,368.07 | \$ 12,828.46   | \$ -    |
| Net Change per ADA                 | \$ 7.84     | \$ 380.30   | \$ 1,494.30 | \$ 614.46    | \$ 476.69    | \$ 460.38    | \$ (12,828.46) | \$ -    |
| Net Percent Change                 | 0.08%       | 4.04%       | 15.28%      | 5.45%        | 4.01%        | 3.72%        | -100.00%       | -       |
| Estimated LCFF Entitlement per ADA | \$ 9,394.49 | \$ 9,402.33 | \$ 9,782.62 | \$ 11,276.92 | \$ 11,881.38 | \$ 12,368.07 | \$ 12,828.46   | \$ -    |
| Net Change per ADA                 | \$ 7.84     | \$ 380.30   | \$ 1,494.30 | \$ 614.46    | \$ 476.69    | \$ 460.38    | \$ (12,828.46) | \$ -    |
| Net Percent Change                 | 0.08%       | 4.04%       | 15.28%      | 5.45%        | 4.01%        | 3.72%        | -100.00%       | -       |



| Student Summary            | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | 2024-25  | 2025-26  | 2026-27 |
|----------------------------|---------|---------|---------|---------|---------|----------|----------|---------|
| Enrollment (Excluding COE) | 323     | 614     | 675     | 817     | 866     | 918      | 973      | -0      |
| UPC                        | 117     | 247     | 281     | 339     | 359     | 381      | 404      | -0      |
| ADA                        | 677.22  | 677.22  | 721.23  | 809.75  | 904.34  | 1,022.20 | 1,083.53 | -0      |







**CHARTER SCHOOL**  
**INTERIM FINANCIAL REPORT - ALTERNATIVE FORM**  
 Reporting Period: Second Interim

Charter School Name: Elite Academic Academy  
 (continued) Mountain Empire  
 CDS #: 37 68213 0136978  
 Charter Approving Entity: Mountain Empire Unified  
 County: San Diego  
 Charter #: 1924  
 Fiscal Year: 2022-2023

| Description  | Object Code     | 7/1 Adopted Budget (X) | Actuals thru 1/31 (Y) | 2nd Interim Budget (Z) | 2nd Interim vs. Adopted Budget Increase, (Decrease) |                      |
|--|-----------------|------------------------|-----------------------|------------------------|---|----------------------|
|  |                 |                        |                       |                        | \$ Difference (Z) vs. (X)                           | % Change (Z) vs. (X) |
| <b>A. REVENUES</b>   |                 |                        |                       |                        |   |                      |
| 1. LCFF/Revenue Limit Sources                                  |                 |                        |                       |                        |   |                      |
| State Aid - Current Year                                       | 8011            | 7,399,802.00           | 3,417,492.00          | 8,022,276.00           | 622,474.00  | 8.41%                |
| Education Protection Account State Aid - Current Year          | 8012            | 185,886.00             | 72,123.00             | 181,950.00             | (3,936.00)  | -2.12%               |
| State Aid - Prior Years  | 8019            | -                      | -                     | -                      | -   |                      |
| Transfers to Charter Schools Funding in Lieu of Property Taxes | 8096            | 2,125,002.00           | 870,228.00            | 2,054,953.00           | (70,049.00)   | -3.30%               |
| Other LCFF Transfers   | 8091, 8097      | -                      | -                     | -                      | -   |                      |
| Total, LCFF Sources  |                 | 9,710,690.00           | 4,359,843.00          | 10,259,179.00          | 548,489.00  | 5.65%                |
| 2. Federal Revenues  |                 |                        |                       |                        |   |                      |
| Every Student Succeeds Act (Title I-V)                         | 8290            | 121,310.00             | -                     | 106,116.00             | (15,194.00)   | -12.52%              |
| Special Education - Federal                                    | 8181, 8182      | 98,906.00              | -                     | 102,125.00             | 3,219.00  | 3.25%                |
| Child Nutrition - Federal                                      | 8220            | -                      | -                     | -                      | -   |                      |
| Donated Food Commodities                                       | 8221            | -                      | -                     | -                      | -   |                      |
| Other Federal Revenues   | 8110, 8260-8299 | -                      | -                     | -                      | -   |                      |
| Total, Federal Revenues  |                 | 220,216.00             | -                     | 208,241.00             | (11,975.00)   | -5.44%               |
| 3. Other State Revenues  |                 |                        |                       |                        |   |                      |
| Special Education - State                                      | StateRevSE      | 691,143.00             | 330,423.00            | 571,719.00             | (119,424.00)  | -17.28%              |
| All Other State Revenues                                       | StateRevAO      | 633,657.00             | 218,170.55            | 743,533.75             | 109,876.75  | 17.34%               |
| Total, Other State Revenues                                    |                 | 1,324,800.00           | 548,593.55            | 1,315,252.75           | (9,547.25)  | -0.72%               |
| 4. Other Local Revenues  |                 |                        |                       |                        |   |                      |
| All Other Local Revenues                                       | LocalRevAO      | 823.00                 | 7,817.82              | 9,868.18               | 9,045.18  | 1099.05%             |
| Total, Local Revenues  |                 | 823.00                 | 7,817.82              | 9,868.18               | 9,045.18  | 1099.05%             |
| 5. TOTAL REVENUES  |                 | 11,256,529.00          | 4,916,254.37          | 11,792,540.93          | 536,011.93  | 4.76%                |

| <b>B. EXPENDITURES</b>                                     |           |              |              |              |             |  |  |  |  |  |  |         |
|--|-----------|--------------|--------------|--------------|-------------|--|--|--|--|--|--|---------|
| <b>1. Certificated Salaries</b>                            |           |              |              |              |             |  |  |  |  |  |  |         |
| Certificated Teachers' Salaries                            | 1100      | 3,168,030.00 | 2,024,166.77 | 3,470,000.18 | 301,970.18  |  |  |  |  |  |  | 9.53%   |
| Certificated Pupil Support Salaries                        | 1200      | 115,833.00   | 99,117.24    | 169,915.26   | 54,082.26   |  |  |  |  |  |  | 46.69%  |
| Certificated Supervisors' and Administrators' Salaries     | 1300      | 889,942.00   | 635,023.15   | 1,088,611.12 | 198,669.12  |  |  |  |  |  |  | 22.32%  |
| Other Certificated Salaries                                | 1900      | 80,649.00    | 38,288.30    | 65,637.08    | (15,011.92) |  |  |  |  |  |  | -18.61% |
| Total, Certificated Salaries                               |           | 4,254,454.00 | 2,796,595.46 | 4,794,163.64 | 539,709.64  |  |  |  |  |  |  | 12.69%  |
| <b>2. Non-certificated Salaries</b>                        |           |              |              |              |             |  |  |  |  |  |  |         |
| Non-certificated Instructional Aides' Salaries             | 2100      | 59,372.00    | 57,602.90    | 98,747.82    | 39,375.82   |  |  |  |  |  |  | 66.32%  |
| Non-certificated Support Salaries                          | 2200      | -            | -            | -            | -           |  |  |  |  |  |  |         |
| Non-certificated Supervisors' and Administrators' Sal.     | 2300      | 155,938.00   | 93,402.16    | 160,117.98   | 4,179.98    |  |  |  |  |  |  | 2.68%   |
| Clerical and Office Salaries                               | 2400      | 212,825.00   | 119,482.45   | 204,827.06   | (7,997.94)  |  |  |  |  |  |  | -3.76%  |
| Other Non-certificated Salaries                            | 2900      | 162,491.00   | 59,756.19    | 102,439.19   | (60,051.81) |  |  |  |  |  |  | -36.96% |
| Total, Non-certificated Salaries                           |           | 590,626.00   | 330,243.70   | 566,132.05   | (24,493.95) |  |  |  |  |  |  | -4.15%  |
| <b>3. Employee Benefits</b>                                |           |              |              |              |             |  |  |  |  |  |  |         |
| STRS   | 3101-3102 | 812,602.00   | 486,254.76   | 833,579.58   | 20,977.58   |  |  |  |  |  |  | 2.58%   |
| PERS   | 3201-3202 | -            | -            | -            | -           |  |  |  |  |  |  |         |
| OASDI / Medicare / Alternative Health and Welfare Benefits | 3301-3302 | 106,872.00   | 65,814.27    | 112,824.47   | 5,952.47    |  |  |  |  |  |  | 5.57%   |
| Unemployment Insurance                                     | 3401-3402 | 408,724.00   | 213,133.03   | 365,370.91   | (43,353.09) |  |  |  |  |  |  | -10.61% |
| Workers' Compensation Insurance                            | 3501-3502 | 13,613.00    | 14,880.45    | 25,509.35    | 11,896.35   |  |  |  |  |  |  | 87.39%  |
| OPEB, Allocated  | 3601-3602 | 35,076.00    | 12,510.97    | 21,447.37    | (13,628.63) |  |  |  |  |  |  | -38.85% |
| OPEB, Active Employees                                     | 3701-3702 | -            | -            | -            | -           |  |  |  |  |  |  |         |
| Other Employee Benefits                                    | 3751-3752 | -            | -            | -            | -           |  |  |  |  |  |  |         |
| Total, Employee Benefits                                   | 3901-3902 | 40,837.00    | 10,832.48    | 20,065.97    | (20,771.03) |  |  |  |  |  |  | -50.86% |
|  |           | 1,417,724.00 | 803,425.96   | 1,378,797.65 | (38,926.35) |  |  |  |  |  |  | -2.75%  |
| <b>4. Books and Supplies</b>                               |           |              |              |              |             |  |  |  |  |  |  |         |
| Approved Textbooks and Core Curricula Materials            | 4100      | 795,945.00   | 619,699.08   | 849,850.32   | 53,905.32   |  |  |  |  |  |  | 6.77%   |
| Books and Other Reference Materials                        | 4200      | -            | -            | -            | -           |  |  |  |  |  |  |         |
| Materials and Supplies                                     | 4300      | 7,395.00     | 3,953.80     | 7,395.00     | -           |  |  |  |  |  |  | 0.00%   |
| Noncapitalized Equipment                                   | 4400      | 164,351.00   | 68,368.95    | 159,786.00   | (4,565.00)  |  |  |  |  |  |  | -2.78%  |
| Food   | 4700      | -            | -            | -            | -           |  |  |  |  |  |  |         |
| Total, Books and Supplies                                  |           | 967,691.00   | 692,021.83   | 1,017,031.32 | 49,340.32   |  |  |  |  |  |  | 5.10%   |
| <b>5. Services and Other Operating Expenditures</b>        |           |              |              |              |             |  |  |  |  |  |  |         |
| Subagreements for Services                                 | 5100      | -            | -            | -            | -           |  |  |  |  |  |  |         |
| Travel and Conferences                                     | 5200      | 72,877.00    | 41,602.94    | 149,914.00   | 77,037.00   |  |  |  |  |  |  | 105.71% |
| Dues and Memberships                                       | 5300      | 12,284.00    | 9,375.00     | 12,284.00    | -           |  |  |  |  |  |  | 0.00%   |
| Insurance  | 5400      | 25,837.00    | 22,925.50    | 50,239.00    | 24,402.00   |  |  |  |  |  |  | 94.45%  |
| Operations and Housekeeping Services                       | 5500      | 5,310.00     | 2,965.64     | 5,356.00     | 46.00       |  |  |  |  |  |  | 0.87%   |
| Rentals, Leases, Repairs, and Noncap. Improvements         | 5600      | 67,015.00    | 28,743.93    | 82,015.00    | 15,000.00   |  |  |  |  |  |  | 22.38%  |
| Transfers of Direct Costs                                  | 5700-5799 | -            | -            | -            | -           |  |  |  |  |  |  |         |

Professional/Consulting Services and Operating Expend.  
Communications  
Total, Services and Other Operating Expenditures

|      |              |              |              |              |         |
|------|--------------|--------------|--------------|--------------|---------|
| 5800 | 3,574,300.00 | 2,005,410.90 | 3,189,442.50 | (384,857.50) | -10.77% |
| 5900 | 83,634.00    | 66,128.18    | 104,769.91   | 21,135.91    | 25.27%  |
|      | 3,841,257.00 | 2,177,152.09 | 3,594,020.41 | (247,236.59) | -6.44%  |

6. Capital Outlay (Objects 6100-6170, 6200-6500 modified accrual basis only)  
Land and Land Improvements  
Buildings and Improvements of Buildings  
Books and Media for New School Libraries or Major  
Expansion of School Libraries  
Equipment  
Equipment Replacement  
*Depreciation Expense (for accrual basis only)*  
Total, Capital Outlay

|           |   |   |   |   |  |
|-----------|---|---|---|---|--|
| 6100-6170 | - | - | - | - |  |
| 6200      | - | - | - | - |  |
| 6300      | - | - | - | - |  |
| 6400      | - | - | - | - |  |
| 6500      | - | - | - | - |  |
| 6900      | - | - | - | - |  |
|           | - | - | - | - |  |

7. Other Outgo  
Tuition to Other Schools  
Transfers of Pass-through Revenues to Other LEAs  
Transfers of Apportionments to Other LEAs - Spec. Ed.  
Transfers of Apportionments to Other LEAs - All Other  
All Other Transfers  
Transfers of Indirect Costs  
Debt Service:  
Interest  
Principal (for modified accrual basis only)  
Total, Other Outgo

|             |           |           |           |   |       |
|-------------|-----------|-----------|-----------|---|-------|
| 7110-7143   | -         | -         | -         | - |       |
| 7211-7213   | -         | -         | -         | - |       |
| 7221-7223SE | -         | -         | -         | - |       |
| 7221-7223AO | -         | -         | -         | - |       |
| 7281-7299   | -         | -         | -         | - |       |
| 7300-7399   | -         | -         | -         | - |       |
|             | -         | -         | -         | - |       |
| 7438        | 86,248.00 | 51,974.00 | 86,248.00 | - | 0.00% |
| 7439        | -         | -         | -         | - |       |
|             | 86,248.00 | 51,974.00 | 86,248.00 | - | 0.00% |

8. TOTAL EXPENDITURES

|  |               |              |               |            |       |
|--|---------------|--------------|---------------|------------|-------|
|  | 11,158,000.00 | 6,851,413.04 | 11,436,393.07 | 278,393.07 | 2.50% |
|--|---------------|--------------|---------------|------------|-------|

C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND.  
BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)

|  |           |                |            |            |         |
|--|-----------|----------------|------------|------------|---------|
|  | 98,529.00 | (1,935,158.67) | 356,147.86 | 257,618.86 | 261.47% |
|--|-----------|----------------|------------|------------|---------|

D. OTHER FINANCING SOURCES / USES  
1. Other Sources  
2. Less: Other Uses  
3. Contributions Between Unrestricted and Restricted Accounts  
(must net to zero)

|           |   |   |   |   |  |
|-----------|---|---|---|---|--|
| 8930-8979 | - | - | - | - |  |
| 7630-7699 | - | - | - | - |  |
| 8980-8999 | - | - | - | - |  |

4. TOTAL OTHER FINANCING SOURCES / USES  
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)

|  |           |                |            |            |         |
|--|-----------|----------------|------------|------------|---------|
|  | 98,529.00 | (1,935,158.67) | 356,147.86 | 257,618.86 | 261.47% |
|--|-----------|----------------|------------|------------|---------|

F. FUND BALANCE, RESERVES  
1. Beginning Fund Balance  
a. As of July 1

|      |              |              |              |              |        |
|------|--------------|--------------|--------------|--------------|--------|
| 9791 | 1,124,647.00 | 1,020,589.00 | 1,020,589.00 | (104,058.00) | -9.25% |
|------|--------------|--------------|--------------|--------------|--------|

|   |            |              |              |              |              |              |
|---|------------|--------------|--------------|--------------|--------------|--------------|
| b. Adjustments/Restatements                         | 9793, 9795 | -            | -            | -            | -            | -            |
| c. Adjusted Beginning Fund Balance                  |            | 1,124,647.00 | 1,020,589.00 | 1,020,589.00 | 1,020,589.00 |              |
| <b>2. Ending Fund Balance, June 30 (E + F.1.c.)</b> |            | 1,223,176.00 | (914,569.67) | 1,376,736.86 | 1,376,736.86 |              |
| <b>Components of Ending Fund Balance :</b>          |            |              |              |              |              |              |
| a. Nonspendable                                     |            |              |              |              |              |              |
| Revolving Cash (equals object 9130)                 | 9711       |              |              |              |              |              |
| Stores (equals object 9320)                         | 9712       |              |              |              |              |              |
| Prepaid Expenditures (equals object 9330)           | 9713       |              |              |              |              |              |
| All Others  | 9719       |              |              |              |              |              |
| b. Restricted                                       | 9740       |              |              |              |              |              |
| c. Committed  |            |              |              |              |              |              |
| Stabilization Arrangements                          | 9750       |              |              |              |              |              |
| Other Commitments                                   | 9760       |              |              |              |              |              |
| d. Assigned   |            |              |              |              |              |              |
| Other Assignments                                   | 9780       |              |              |              |              |              |
| e. Unassigned/Unappropriated                        |            |              |              |              |              |              |
| Reserve for Economic Uncertainties                  | 9789       | 489,190.00   | -            | -            | 68,837.00    | (420,353.00) |
| Unassigned/Unappropriated Amount                    | 9790       | 733,986.00   | -            | -            | 1,307,899.86 | 573,913.86   |
|   |            |              |              |              |              | -85.93%      |
|   |            |              |              |              |              | 78.19%       |

**CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM  
Second Interim Report - MYP**

Charter School Name: Elite Academic Academy  
(continued) Mountain Empire  
CDS #: 37 68213 0136978  
Charter Approving Entity: Mountain Empire Unified  
County: San Diego  
Charter #: 1924  
Fiscal Year: 2022-2023

This charter school uses the following basis of accounting:

- 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     | FY 2022-2023  |              |               | Totals for 2023-2024 | Totals for 2024-2025 |
|--|-----------------|---------------|--------------|---------------|----------------------|----------------------|
|  |                 | Unrestricted  | Restricted   | Total         |                      |                      |
| <b>A. REVENUES</b>                                     |                 |               |              |               |                      |                      |
| 1. LCFF Sources  |                 |               |              |               |                      |                      |
| State Aid - Current Year                               | 8011            | 8,022,276.00  | 0.00         | 8,022,276.00  | 9,096,161.00         | 10,129,196.98        |
| Education Protection Account State Aid - Current Year  | 8012            | 181,950.00    | 0.00         | 181,950.00    | 192,867.00           | 204,439.02           |
| State Aid - Prior Years                                | 8019            | 0.00          | 0.00         | 0.00          |                      |                      |
| Transfers of Charter Schools in Lieu of Property Taxes | 8096            | 2,054,953.00  | 0.00         | 2,054,953.00  | 2,178,250.18         | 2,308,945.19         |
| Other LCFF Transfers                                   | 8091, 8097      | 0.00          | 0.00         | 0.00          |                      |                      |
| Total, LCFF Sources                                    |                 | 10,259,179.00 | 0.00         | 10,259,179.00 | 11,467,278.18        | 12,642,581.19        |
| 2. Federal Revenues                                    |                 |               |              |               |                      |                      |
| Every Student Succeeds Act (Title I - V)               | 8290            | 0.00          | 106,116.00   | 106,116.00    | 112,482.96           | 119,231.94           |
| Special Education - Federal                            | 8181, 8182      | 0.00          | 102,125.00   | 102,125.00    | 108,252.50           | 114,747.65           |
| Child Nutrition - Federal                              | 8220            | 0.00          | 0.00         | 0.00          |                      |                      |
| Donated Food Commodities                               | 8221            | 0.00          | 0.00         | 0.00          |                      |                      |
| Other Federal Revenues                                 | 8110, 8260-8299 | 0.00          | 0.00         | 0.00          |                      |                      |
| Total, Federal Revenues                                |                 | 0.00          | 208,241.00   | 208,241.00    | 220,735.46           | 233,979.59           |
| 3. Other State Revenues                                |                 |               |              |               |                      |                      |
| Special Education - State                              | StateRevSE      | 0.00          | 571,719.00   | 571,719.00    | 606,022.00           | 642,383.00           |
| All Other State Revenues                               | StateRevAO      | 175,250.50    | 568,283.25   | 743,533.75    | 1,406,237.76         | 1,274,464.70         |
| Total, Other State Revenues                            |                 | 175,250.50    | 1,140,002.25 | 1,315,252.75  | 2,012,259.76         | 1,916,847.70         |
| 4. Other Local Revenues                                |                 |               |              |               |                      |                      |
| All Other Local Revenues                               | LocalRevAO      | 9,868.18      | 0.00         | 9,868.18      | 9,868.18             | 9,868.18             |
| Total, Local Revenues                                  |                 | 9,868.18      | 0.00         | 9,868.18      | 9,868.18             | 9,868.18             |
| 5. TOTAL REVENUES                                      |                 |               |              |               |                      |                      |
|  |                 | 10,444,297.68 | 1,348,243.25 | 11,792,540.93 | 13,710,141.58        | 14,803,276.66        |
| <b>B. EXPENDITURES</b>                                 |                 |               |              |               |                      |                      |
| 1. Certificated Salaries                               |                 |               |              |               |                      |                      |
| Certificated Teachers' Salaries                        | 1100            | 3,112,576.75  | 357,423.43   | 3,470,000.18  | 3,788,546.20         | 4,136,334.74         |
| Certificated Pupil Support Salaries                    | 1200            | 169,915.26    | 0.00         | 169,915.26    | 185,513.48           | 202,543.62           |
| Certificated Supervisors' and Administrators' Salaries | 1300            | 1,088,611.12  | 0.00         | 1,088,611.12  | 1,188,545.62         | 1,297,654.11         |
| Other Certificated Salaries                            | 1900            | 65,637.08     | 0.00         | 65,637.08     | 71,662.56            | 78,241.19            |
| Total, Certificated Salaries                           |                 | 4,436,740.21  | 357,423.43   | 4,794,163.64  | 5,234,267.86         | 5,714,773.65         |
| 2. Non-certificated Salaries                           |                 |               |              |               |                      |                      |
| Non-certificated Instructional Aides' Salaries         | 2100            | 0.00          | 98,747.82    | 98,747.82     | 104,672.69           | 110,953.05           |
| Non-certificated Support Salaries                      | 2200            | 0.00          | 0.00         | 0.00          | 0.00                 | 0.00                 |
| Non-certificated Supervisors' and Administrators' Sal. | 2300            | 160,117.98    | 0.00         | 160,117.98    | 169,725.06           | 179,908.56           |
| Clerical and Office Salaries                           | 2400            | 204,827.06    | 0.00         | 204,827.06    | 217,116.68           | 230,143.68           |
| Other Non-certificated Salaries                        | 2900            | 102,439.19    | 0.00         | 102,439.19    | 108,585.54           | 115,100.67           |
| Total, Non-certificated Salaries                       |                 | 467,384.23    | 98,747.82    | 566,132.05    | 600,099.97           | 636,105.97           |
| 3. Employee Benefits                                   |                 |               |              |               |                      |                      |
| STRS   | 3101-3102       | 771,432.58    | 62,147.00    | 833,579.58    | 883,593.32           | 936,607.89           |
| PERS   | 3201-3202       | 0.00          | 0.00         | 0.00          |                      |                      |
| OASDI / Medicare / Alternative                         | 3301-3302       | 104,412.47    | 8,412.00     | 112,824.47    | 119,593.94           | 126,769.57           |
| Health and Welfare Benefits                            | 3401-3402       | 338,130.91    | 27,240.00    | 365,370.91    | 387,293.16           | 410,530.75           |
| Unemployment Insurance                                 | 3501-3502       | 23,607.35     | 1,902.00     | 25,509.35     | 27,039.91            | 28,662.31            |
| Workers' Compensation Insurance                        | 3601-3602       | 19,848.37     | 1,599.00     | 21,447.37     | 22,734.21            | 24,098.26            |
| OPEB, Allocated  | 3701-3702       | 0.00          | 0.00         | 0.00          |                      |                      |
| OPEB, Active Employees                                 | 3751-3752       | 0.00          | 0.00         | 0.00          |                      |                      |
| Other Employee Benefits                                | 3901-3902       | 18,569.97     | 1,496.00     | 20,065.97     | 21,269.93            | 22,546.12            |
| Total, Employee Benefits                               |                 | 1,276,001.65  | 102,796.00   | 1,378,797.65  | 1,461,524.48         | 1,549,214.92         |

| Description  | Object Code | FY 2022-2023  |              |               | Totals for 2023-2024 | Totals for 2024-2025 |
|--|-------------|---------------|--------------|---------------|----------------------|----------------------|
|  |             | Unrestricted  | Restricted   | Total         |                      |                      |
| <b>4. Books and Supplies</b>   |             |               |              |               |                      |                      |
| Approved Textbooks and Core Curricula Materials  | 4100        | 752,686.32    | 97,164.00    | 849,850.32    | 1,126,051.67         | 1,492,018.47         |
| Books and Other Reference Materials  | 4200        | 0.00          | 0.00         | 0.00          | 0.00                 | 0.00                 |
| Materials and Supplies   | 4300        | 7,395.00      | 0.00         | 7,395.00      | 9,798.38             | 12,982.85            |
| Noncapitalized Equipment   | 4400        | 141,518.00    | 18,268.00    | 159,786.00    | 211,716.45           | 280,524.30           |
| Food   | 4700        | 0.00          | 0.00         | 0.00          | 0.00                 | 0.00                 |
| Total, Books and Supplies  |             | 901,599.32    | 115,432.00   | 1,017,031.32  | 1,347,566.50         | 1,785,525.61         |
| <b>5. Services and Other Operating Expenditures</b>  |             |               |              |               |                      |                      |
| Subagreements for Services   | 5100        | 0.00          | 0.00         | 0.00          | 0.00                 | 0.00                 |
| Travel and Conferences   | 5200        | 149,914.00    | 0.00         | 149,914.00    | 174,799.72           | 179,729.08           |
| Dues and Memberships   | 5300        | 12,284.00     | 0.00         | 12,284.00     | 14,323.14            | 14,727.06            |
| Insurance  | 5400        | 50,239.00     | 0.00         | 50,239.00     | 58,578.67            | 60,230.59            |
| Operations and Housekeeping Services   | 5500        | 5,356.00      | 0.00         | 5,356.00      | 6,245.10             | 6,421.21             |
| Rentals, Leases, Repairs, and Noncap. Improvements   | 5600        | 82,015.00     | 0.00         | 82,015.00     | 95,629.49            | 98,326.24            |
| Transfers of Direct Costs  | 5700-5799   | 0.00          | 0.00         | 0.00          | 0.00                 | 0.00                 |
| Professional/Consulting Services and Operating Expend.   | 5800        | 2,515,598.50  | 673,844.00   | 3,189,442.50  | 3,718,889.96         | 3,823,762.65         |
| Communications   | 5900        | 104,769.91    | 0.00         | 104,769.91    | 122,161.72           | 125,606.68           |
| Total, Services and Other Operating Expenditures   |             | 2,920,176.41  | 673,844.00   | 3,594,020.41  | 4,190,627.80         | 4,308,803.50         |
| <b>6. Capital Outlay (Obj. 6100-6170, 6200-6500 for mod. accr. basis only)</b>                         |             |               |              |               |                      |                      |
| Land and Land Improvements   | 6100-6170   | 0.00          | 0.00         | 0.00          | 0.00                 | 0.00                 |
| Buildings and Improvements of Buildings  | 6200        | 0.00          | 0.00         | 0.00          | 0.00                 | 0.00                 |
| Books and Media for New School Libraries or Major Expansion of School Libraries                        | 6300        | 0.00          | 0.00         | 0.00          | 0.00                 | 0.00                 |
| Equipment  | 6400        | 0.00          | 0.00         | 0.00          | 0.00                 | 0.00                 |
| Equipment Replacement  | 6500        | 0.00          | 0.00         | 0.00          | 0.00                 | 0.00                 |
| Depreciation Expense (for accrual basis only)  | 6900        | 0.00          | 0.00         | 0.00          | 0.00                 | 0.00                 |
| Total, Capital Outlay  |             | 0.00          | 0.00         | 0.00          | 0.00                 | 0.00                 |
| <b>7. Other Outgo</b>  |             |               |              |               |                      |                      |
| Tuition to Other Schools   | 7110-7143   | 0.00          | 0.00         | 0.00          | 0.00                 | 0.00                 |
| Transfers of Pass-through Revenues to Other LEAs   | 7211-7213   | 0.00          | 0.00         | 0.00          | 0.00                 | 0.00                 |
| Transfers of Apportionments to Other LEAs - Spec. Ed.  | 7221-7223SE | 0.00          | 0.00         | 0.00          | 0.00                 | 0.00                 |
| Transfers of Apportionments to Other LEAs - All Other  | 7221-7223AO | 0.00          | 0.00         | 0.00          | 0.00                 | 0.00                 |
| All Other Transfers  | 7280-7299   | 0.00          | 0.00         | 0.00          | 0.00                 | 0.00                 |
| Transfers of Indirect Costs  | 7300-7399   | 0.00          | 0.00         | 0.00          | 0.00                 | 0.00                 |
| Debt Service:  |             |               |              |               |                      |                      |
| Interest   | 7438        | 86,248.00     | 0.00         | 86,248.00     | 88,835.00            | 91,501.00            |
| Principal (for modified accrual basis only)  | 7439        | 0.00          | 0.00         | 0.00          |                      |                      |
| Total, Other Outgo   |             | 86,248.00     | 0.00         | 86,248.00     | 88,835.00            | 91,501.00            |
| <b>8. TOTAL EXPENDITURES</b>   |             | 10,088,149.82 | 1,348,243.25 | 11,436,393.07 | 12,922,921.61        | 14,085,924.65        |
| <b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b> |             | 356,147.86    | 0.00         | 356,147.86    | 787,219.97           | 717,352.00           |

| Description  | Object Code        | FY 2022-2023        |                   |              | Totals for 2023-2024        | Totals for 2024-2025        |
|--|--------------------|---------------------|-------------------|--------------|-----------------------------|-----------------------------|
|  |                    | Unrestricted        | Restricted        | Total        |                             |                             |
| <b>Description</b>   | <b>Object Code</b> | <b>Unrestricted</b> | <b>Restricted</b> | <b>Total</b> | <b>Totals for 2023-2024</b> | <b>Totals for 2024-2025</b> |
| <b>D. OTHER FINANCING SOURCES / USES</b>   |                    |                     |                   |              |                             |                             |
| 1. Other Sources   | 8930-8979          | 0.00                | 0.00              | 0.00         |                             |                             |
| 2. Less: Other Uses  | 7630-7699          | 0.00                | 0.00              | 0.00         |                             |                             |
| 3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) | 8980-8999          | 0.00                | 0.00              | 0.00         |                             |                             |
| 4. TOTAL OTHER FINANCING SOURCES / USES  |                    | 0.00                | 0.00              | 0.00         | 0.00                        | 0.00                        |
| <b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>                       |                    | 356,147.86          | 0.00              | 356,147.86   | 787,219.97                  | 717,352.00                  |
| <b>F. FUND BALANCE, RESERVES</b>   |                    |                     |                   |              |                             |                             |
| 1. Beginning Fund Balance  |                    |                     |                   |              |                             |                             |
| a. As of July 1  | 9791               | 1,020,589.00        | 0.00              | 1,020,589.00 | 1,376,736.86                | 2,163,956.83                |
| b. Adjustments/Restatements  | 9793, 9795         | 0.00                | 0.00              | 0.00         |                             |                             |
| c. Adjusted Beginning Balance  |                    | 1,020,589.00        | 0.00              | 1,020,589.00 | 1,376,736.86                | 2,163,956.83                |
| 2. Ending Fund Balance, June 30 (E + F.1.c.)                                     |                    | 1,376,736.86        | 0.00              | 1,376,736.86 | 2,163,956.83                | 2,881,308.83                |
| Components of Ending Fund Balance:   |                    |                     |                   |              |                             |                             |
| a. Nonspendable  |                    |                     |                   |              |                             |                             |
| Revolving Cash (equals object 9130)  | 9711               | 0.00                | 0.00              | 0.00         |                             |                             |
| Stores (equals object 9320)  | 9712               | 0.00                | 0.00              | 0.00         |                             |                             |
| Prepaid Expenditures (equals object 9330)  | 9713               | 0.00                | 0.00              | 0.00         |                             |                             |
| All Others   | 9719               | 0.00                | 0.00              | 0.00         |                             |                             |
| b. Restricted  | 9740               |                     | 0.00              | 0.00         |                             |                             |
| c. Committed   |                    |                     |                   |              |                             |                             |
| Stabilization Arrangements   | 9750               | 0.00                | 0.00              | 0.00         |                             |                             |
| Other Commitments  | 9760               | 0.00                | 0.00              | 0.00         |                             |                             |
| d. Assigned  |                    |                     |                   |              |                             |                             |
| Other Assignments  | 9780               | 0.00                | 0.00              | 0.00         |                             |                             |
| e. Unassigned/Unappropriated   |                    |                     |                   |              |                             |                             |
| Reserve for Economic Uncertainties   | 9789               | 68,837.00           | 0.00              | 68,837.00    | 549,105.04                  | 1,146,406.80                |
| Unassigned/Unappropriated Amount   | 9790               | 1,307,899.86        | 0.00              | 1,307,899.86 | 1,614,851.79                | 1,734,902.03                |

**CHARTER SCHOOL  
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM**  
Reporting Period: Second Interim

|  |
|--|
| Charter School Name: <b>Elite Academic Academy</b>       |
| (continued) <b>Mountain Empire</b>                       |
| CDS #: <b>37 68213 0136978</b>                           |
| Charter Approving Entity: <b>Mountain Empire Unified</b> |
| County: <b>San Diego</b>                                 |
| Charter #: <b>1924</b>                                   |
| Fiscal Year: <b>2022-2023</b>                            |

This charter school uses the following basis of accounting:

- 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     | Adopted Budget - July 1 |                     |                      | Actuals thru 1/31   |                   |                     | Second Interim - Jan 31 |                     |                      |
|--|-----------------|-------------------------|---------------------|----------------------|---------------------|-------------------|---------------------|-------------------------|---------------------|----------------------|
|  |                 | Unrestricted            | Restricted          | Total                | Unrestricted        | Restricted        | Total               | Unrestricted            | Restricted          | Total                |
| <b>A. REVENUES</b>   |                 |                         |                     |                      |                     |                   |                     |                         |                     |                      |
| 1. LCFF Sources  |                 |                         |                     |                      |                     |                   |                     |                         |                     |                      |
| State Aid - Current Year   | 8011            | 7,399,802.00            | -                   | 7,399,802.00         | 3,417,492.00        | -                 | 3,417,492.00        | 8,022,276.00            | -                   | 8,022,276.00         |
| Education Protection Account State Aid - Current Year                            | 8012            | 185,886.00              | -                   | 185,886.00           | 72,123.00           | -                 | 72,123.00           | 181,950.00              | -                   | 181,950.00           |
| State Aid - Prior Years  | 8019            | -                       | -                   | -                    | -                   | -                 | -                   | -                       | -                   | -                    |
| Transfers to Charter Schools in Lieu of Property Taxes                           | 8096            | 2,125,002.00            | -                   | 2,125,002.00         | 870,228.00          | -                 | 870,228.00          | 2,054,953.00            | -                   | 2,054,953.00         |
| Other LCFF Transfers   | 8091, 8097      | -                       | -                   | -                    | -                   | -                 | -                   | -                       | -                   | -                    |
| Total, LCFF Sources  |                 | 9,710,690.00            | -                   | 9,710,690.00         | 4,359,843.00        | -                 | 4,359,843.00        | 10,259,179.00           | -                   | 10,259,179.00        |
| 2. Federal Revenues  |                 |                         |                     |                      |                     |                   |                     |                         |                     |                      |
| Every Student Succeeds Act (Title I - V)   | 8290            | -                       | 121,310.00          | 121,310.00           | -                   | -                 | -                   | -                       | 106,116.00          | 106,116.00           |
| Special Education - Federal  | 8181, 8182      | -                       | 98,906.00           | 98,906.00            | -                   | -                 | -                   | -                       | 102,125.00          | 102,125.00           |
| Child Nutrition - Federal  | 8220            | -                       | -                   | -                    | -                   | -                 | -                   | -                       | -                   | -                    |
| Donated Food Commodities   | 8221            | -                       | -                   | -                    | -                   | -                 | -                   | -                       | -                   | -                    |
| Other Federal Revenues   | 8110, 8260-8299 | -                       | -                   | -                    | -                   | -                 | -                   | -                       | -                   | -                    |
| Total, Federal Revenues  |                 | -                       | 220,216.00          | 220,216.00           | -                   | -                 | -                   | -                       | 208,241.00          | 208,241.00           |
| 3. Other State Revenues  |                 |                         |                     |                      |                     |                   |                     |                         |                     |                      |
| Special Education - State  | StateRevSE      | -                       | 691,143.00          | 691,143.00           | -                   | 330,423.00        | 330,423.00          | -                       | 571,719.00          | 571,719.00           |
| All Other State Revenues   | StateRevAO      | 170,822.00              | 462,835.00          | 633,657.00           | 89,673.67           | 128,496.88        | 218,170.55          | 175,250.50              | 568,283.25          | 743,533.75           |
| Total, Other State Revenues  |                 | 170,822.00              | 1,153,978.00        | 1,324,800.00         | 89,673.67           | 458,919.88        | 548,593.55          | 175,250.50              | 1,140,002.25        | 1,315,252.75         |
| 4. Other Local Revenues  |                 |                         |                     |                      |                     |                   |                     |                         |                     |                      |
| All Other Local Revenues   | LocalRevAO      | 823.00                  | -                   | 823.00               | 7,817.82            | -                 | 7,817.82            | 9,868.18                | -                   | 9,868.18             |
| Total, Local Revenues  |                 | 823.00                  | -                   | 823.00               | 7,817.82            | -                 | 7,817.82            | 9,868.18                | -                   | 9,868.18             |
| <b>5. TOTAL REVENUES</b>   |                 |                         |                     |                      |                     |                   |                     |                         |                     |                      |
|  |                 | <b>9,882,335.00</b>     | <b>1,374,194.00</b> | <b>11,256,529.00</b> | <b>4,457,334.49</b> | <b>458,919.88</b> | <b>4,916,254.37</b> | <b>10,444,297.68</b>    | <b>1,348,243.25</b> | <b>11,792,540.93</b> |
| <b>B. EXPENDITURES</b>   |                 |                         |                     |                      |                     |                   |                     |                         |                     |                      |
| 1. Certificated Salaries   |                 |                         |                     |                      |                     |                   |                     |                         |                     |                      |
| Certificated Teachers' Salaries  | 1100            | 2,694,994.00            | 473,036.00          | 3,168,030.00         | 1,815,669.77        | 208,497.00        | 2,024,166.77        | 3,112,576.75            | 357,423.43          | 3,470,000.18         |
| Certificated Pupil Support Salaries  | 1200            | 115,833.00              | -                   | 115,833.00           | 99,117.24           | -                 | 99,117.24           | 169,915.26              | -                   | 169,915.26           |
| Certificated Supervisors' and Administrators' Salaries                           | 1300            | 889,942.00              | -                   | 889,942.00           | 635,023.15          | -                 | 635,023.15          | 1,088,611.12            | -                   | 1,088,611.12         |
| Other Certificated Salaries  | 1900            | 80,649.00               | -                   | 80,649.00            | 38,288.30           | -                 | 38,288.30           | 65,637.08               | -                   | 65,637.08            |
| Total, Certificated Salaries   |                 | 3,781,418.00            | 473,036.00          | 4,254,454.00         | 2,588,098.46        | 208,497.00        | 2,796,595.46        | 4,436,740.21            | 357,423.43          | 4,794,163.64         |
| 2. Non-certificated Salaries   |                 |                         |                     |                      |                     |                   |                     |                         |                     |                      |
| Non-certificated Instructional Aides' Salaries                                   | 2100            | -                       | 59,372.00           | 59,372.00            | -                   | 57,602.90         | 57,602.90           | -                       | 98,747.82           | 98,747.82            |
| Non-certificated Support Salaries  | 2200            | -                       | -                   | -                    | -                   | -                 | -                   | -                       | -                   | -                    |
| Non-certificated Supervisors' and Administrators' Sal.                           | 2300            | 155,938.00              | -                   | 155,938.00           | 93,402.16           | -                 | 93,402.16           | 160,117.98              | -                   | 160,117.98           |
| Clerical and Office Salaries   | 2400            | 212,825.00              | -                   | 212,825.00           | 119,482.45          | -                 | 119,482.45          | 204,827.06              | -                   | 204,827.06           |
| Other Non-certificated Salaries  | 2900            | 162,491.00              | -                   | 162,491.00           | 59,756.19           | -                 | 59,756.19           | 102,439.19              | -                   | 102,439.19           |
| Total, Non-certificated Salaries   |                 | 531,254.00              | 59,372.00           | 590,626.00           | 272,640.80          | 57,602.90         | 330,243.70          | 467,384.23              | 98,747.82           | 566,132.05           |
| 3. Employee Benefits   |                 |                         |                     |                      |                     |                   |                     |                         |                     |                      |
| STRS   | 3101-3102       | 722,252.00              | 90,350.00           | 812,602.00           | 450,002.34          | 36,252.42         | 486,254.76          | 771,432.58              | 62,147.00           | 833,579.58           |
| PERS   | 3201-3202       | -                       | -                   | -                    | -                   | -                 | -                   | -                       | -                   | -                    |
| OASDI / Medicare / Alternative   | 3301-3302       | 95,471.00               | 11,401.00           | 106,872.00           | 60,907.27           | 4,907.00          | 65,814.27           | 104,412.47              | 8,412.00            | 112,824.47           |
| Health and Welfare Benefits  | 3401-3402       | 367,124.00              | 41,600.00           | 408,724.00           | 197,243.03          | 15,890.00         | 213,133.03          | 338,130.91              | 27,240.00           | 365,370.91           |
| Unemployment Insurance   | 3501-3502       | 11,382.00               | 2,231.00            | 13,613.00            | 13,770.95           | 1,109.50          | 14,880.45           | 23,607.35               | 1,902.00            | 25,509.35            |
| Workers' Compensation Insurance  | 3601-3602       | 28,687.00               | 6,389.00            | 35,076.00            | 11,578.22           | 932.75            | 12,510.97           | 19,848.37               | 1,599.00            | 21,447.37            |
| OPEB, Allocated  | 3701-3702       | -                       | -                   | -                    | -                   | -                 | -                   | -                       | -                   | -                    |
| OPEB, Active Employees   | 3751-3752       | -                       | -                   | -                    | -                   | -                 | -                   | -                       | -                   | -                    |
| Other Employee Benefits  | 3901-3902       | 36,350.00               | 4,487.00            | 40,837.00            | 10,832.48           | -                 | 10,832.48           | 18,569.97               | 1,496.00            | 20,065.97            |
| Total, Employee Benefits   |                 | 1,261,266.00            | 156,458.00          | 1,417,724.00         | 744,334.29          | 59,091.67         | 803,425.96          | 1,276,001.65            | 102,796.00          | 1,378,797.65         |
| 4. Books and Supplies  |                 |                         |                     |                      |                     |                   |                     |                         |                     |                      |
| Approved Textbooks and Core Curricula Materials                                  | 4100            | 695,945.00              | 100,000.00          | 795,945.00           | 619,699.08          | -                 | 619,699.08          | 752,686.32              | 97,164.00           | 849,850.32           |
| Books and Other Reference Materials  | 4200            | -                       | -                   | -                    | -                   | -                 | -                   | -                       | -                   | -                    |
| Materials and Supplies   | 4300            | 7,395.00                | -                   | 7,395.00             | 3,953.80            | -                 | 3,953.80            | 7,395.00                | -                   | 7,395.00             |
| Noncapitalized Equipment   | 4400            | 89,351.00               | 75,000.00           | 164,351.00           | 68,368.95           | -                 | 68,368.95           | 141,518.00              | 18,268.00           | 159,786.00           |
| Food   | 4700            | -                       | -                   | -                    | -                   | -                 | -                   | -                       | -                   | -                    |
| Total, Books and Supplies  |                 | 792,691.00              | 175,000.00          | 967,691.00           | 692,021.83          | -                 | 692,021.83          | 901,599.32              | 115,432.00          | 1,017,031.32         |
| 5. Services and Other Operating Expenditures                                     |                 |                         |                     |                      |                     |                   |                     |                         |                     |                      |
| Subagreements for Services   | 5100            | -                       | -                   | -                    | -                   | -                 | -                   | -                       | -                   | -                    |
| Travel and Conferences   | 5200            | 62,549.00               | 10,328.00           | 72,877.00            | 41,602.94           | -                 | 41,602.94           | 149,914.00              | -                   | 149,914.00           |
| Dues and Memberships   | 5300            | 12,284.00               | -                   | 12,284.00            | 9,375.00            | -                 | 9,375.00            | 12,284.00               | -                   | 12,284.00            |
| Insurance  | 5400            | 25,837.00               | -                   | 25,837.00            | 22,925.50           | -                 | 22,925.50           | 50,239.00               | -                   | 50,239.00            |
| Operations and Housekeeping Services   | 5500            | 5,310.00                | -                   | 5,310.00             | 2,965.64            | -                 | 2,965.64            | 5,356.00                | -                   | 5,356.00             |
| Rentals, Leases, Repairs, and Noncap. Improvements                               | 5600            | 67,015.00               | -                   | 67,015.00            | 28,743.93           | -                 | 28,743.93           | 82,015.00               | -                   | 82,015.00            |
| Transfers of Direct Costs  | 5700-5799       | -                       | -                   | -                    | -                   | -                 | -                   | -                       | -                   | -                    |
| Professional/Consulting Services and Operating Expend.                           | 5800            | 3,074,300.00            | 500,000.00          | 3,574,300.00         | 1,787,446.45        | 217,964.45        | 2,005,410.90        | 2,515,598.50            | 673,844.00          | 3,189,442.50         |
| Communications   | 5900            | 83,634.00               | -                   | 83,634.00            | 66,128.18           | -                 | 66,128.18           | 104,769.91              | -                   | 104,769.91           |
| Total, Services and Other Operating Expenditures                                 |                 | 3,330,929.00            | 510,328.00          | 3,841,257.00         | 1,959,187.64        | 217,964.45        | 2,177,152.09        | 2,920,176.41            | 673,844.00          | 3,594,020.41         |
| 6. Capital Outlay (Objects 6100-6170, 6200-6500 for modified accrual basis only) |                 |                         |                     |                      |                     |                   |                     |                         |                     |                      |
| Land and Land Improvements   | 6100-6170       | -                       | -                   | -                    | -                   | -                 | -                   | -                       | -                   | -                    |
| Buildings and Improvements of Buildings  | 6200            | -                       | -                   | -                    | -                   | -                 | -                   | -                       | -                   | -                    |
| Books and Media for New School Libraries or Major Expansion of School Libraries  | 6300            | -                       | -                   | -                    | -                   | -                 | -                   | -                       | -                   | -                    |
| Equipment  | 6400            | -                       | -                   | -                    | -                   | -                 | -                   | -                       | -                   | -                    |
| Equipment Replacement  | 6500            | -                       | -                   | -                    | -                   | -                 | -                   | -                       | -                   | -                    |
| Depreciation Expense (for accrual basis only)                                    | 6900            | -                       | -                   | -                    | -                   | -                 | -                   | -                       | -                   | -                    |
| Total, Capital Outlay  |                 | -                       | -                   | -                    | -                   | -                 | -                   | -                       | -                   | -                    |



|   |             |              |              |               |                |              |                |               |              |               |
|---|-------------|--------------|--------------|---------------|----------------|--------------|----------------|---------------|--------------|---------------|
| 7. Other Outgo  |             |              |              |               |                |              |                |               |              |               |
| Tuition to Other Schools  | 7110-7143   |              | -            |               |                | -            |                |               | -            |               |
| Transfers of Pass-through Revenues to Other LEAs  | 7211-7213   |              | -            |               |                | -            |                |               | -            |               |
| Transfers of Apportionments to Other LEAs - Spec. Ed.   | 7221-7223SE |              | -            |               |                | -            |                |               | -            |               |
| Transfers of Apportionments to Other LEAs - All Other   | 7221-7223AO |              | -            |               |                | -            |                |               | -            |               |
| All Other Transfers   | 7281-7299   |              | -            |               |                | -            |                |               | -            |               |
| Transfers of Indirect Costs   | 7300-7399   |              | -            |               |                | -            |                |               | -            |               |
| Debt Service:   |             |              |              |               |                |              |                |               |              |               |
| Interest  | 7438        | 86,248.00    | 86,248.00    | 51,974.00     |                | 51,974.00    | 86,248.00      |               | 86,248.00    |               |
| Principal (for modified accrual basis only)   | 7439        |              | -            |               |                | -            |                |               | -            |               |
| Total, Other Outgo  |             | 86,248.00    | 86,248.00    | 51,974.00     | -              | 51,974.00    | 86,248.00      | -             | 86,248.00    |               |
| 8. TOTAL EXPENDITURES   |             | 9,783,806.00 | 1,374,194.00 | 11,158,000.00 | 6,308,257.02   | 543,156.02   | 6,851,413.04   | 10,088,149.82 | 1,348,243.25 | 11,436,393.07 |
| C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8) |             | 98,529.00    | -            | 98,529.00     | (1,850,922.53) | (84,236.14)  | (1,935,158.67) | 356,147.86    | -            | 356,147.86    |
| D. OTHER FINANCING SOURCES / USES   |             |              |              |               |                |              |                |               |              |               |
| 1. Other Sources  | 8930-8979   |              | -            |               |                | -            |                |               |              | -             |
| 2. Less: Other Uses   | 7630-7699   |              | -            |               |                | -            |                |               |              | -             |
| 3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)                | 8980-8999   |              | -            |               |                | -            |                |               |              | -             |
| 4. TOTAL OTHER FINANCING SOURCES / USES   |             | -            | -            | -             | -              | -            | -              | -             | -            | -             |
| E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)   |             | 98,529.00    | -            | 98,529.00     | (1,850,922.53) | (84,236.14)  | (1,935,158.67) | 356,147.86    | -            | 356,147.86    |
| F. FUND BALANCE, RESERVES   |             |              |              |               |                |              |                |               |              |               |
| 1. Beginning Fund Balance   |             |              |              |               |                |              |                |               |              |               |
| a. As of July 1   | 9791        | 1,124,647.00 | 1,124,647.00 | 1,020,589.00  |                | 1,020,589.00 | 1,020,589.00   |               | 1,020,589.00 |               |
| b. Adjustments to Beginning Balance   | 9793, 9795  |              | -            |               |                | -            |                |               | -            |               |
| c. Adjusted Beginning Balance   |             | 1,124,647.00 | 1,124,647.00 | 1,020,589.00  | -              | 1,020,589.00 | 1,020,589.00   | -             | 1,020,589.00 |               |
| 2. Ending Fund Balance, June 30 (E + F.1.c.)  |             | 1,223,176.00 | 1,223,176.00 | (830,333.53)  | (84,236.14)    | (914,569.67) | 1,376,736.86   | -             | 1,376,736.86 |               |
| Components of Ending Fund Balance :   |             |              |              |               |                |              |                |               |              |               |
| a. Nonspendable   |             |              |              |               |                |              |                |               |              |               |
| Revolving Cash (equals object 9130)   | 9711        |              | -            |               |                | -            |                |               | -            |               |
| Stores (equals object 9320)   | 9712        |              | -            |               |                | -            |                |               | -            |               |
| Prepaid Expenditures (equals object 9330)   | 9713        |              | -            |               |                | -            |                |               | -            |               |
| All Others  | 9719        |              | -            |               |                | -            |                |               | -            |               |
| b. Restricted   | 9740        |              | -            |               |                | -            |                |               | -            |               |
| c. Committed  |             |              |              |               |                |              |                |               |              |               |
| Stabilization Arrangements  | 9750        |              | -            |               |                | -            |                |               | -            |               |
| Other Commitments   | 9760        |              | -            |               |                | -            |                |               | -            |               |
| d. Assigned   |             |              |              |               |                |              |                |               |              |               |
| Other Assignments   | 9780        |              | -            |               |                | -            |                |               | -            |               |
| e. Unassigned/Unappropriated  |             |              |              |               |                |              |                |               |              |               |
| Reserve for Economic Uncertainties  | 9789        | 489,190.00   | 489,190.00   |               |                | -            | 68,837.00      |               | 68,837.00    |               |
| Unassigned/Unappropriated Amount  | 9790        | 733,986.00   | 733,986.00   |               |                | -            | 1,307,899.86   |               | 1,307,899.86 |               |





# Invoice

2471 N. Arizona Avenue  
Suite 1  
Chandler AZ 85225  
United States

**Date** 12/31/2022  
**Invoice #** INVSM1990  
**Terms** Net 30  
**Due Date** 3/15/2023  
**PO #**  
**Account Rep**

**Bill To**

Meghan Freeman, CAO  
Elite Academic Academy (SM)  
43141 Business Park Drive  
Temecula CA 92590  
United States

| Item               | Description                      | Quantity | Rate  | Amount     |
|--------------------|----------------------------------|----------|-------|------------|
| Software Licensing | Semester 1 School Year 2022-2023 | 1,462    | 75.00 | 109,650.00 |
| Software Licensing | Software Licensing               | 1        |       | (5,650.00) |

**Total** \$104,000.00

Please make all checks payable to: Strongmind, Inc. Thank you for your trust in the Strongmind team!

Total Cost Split  
Between Schools

LU=\$52,000  
ME=\$52,000



# Master Services Agreement

Elite Academic Academy-Mountain Empire  
43414 Business Park Drive  
Temecula, CA 92590  
MSA Date: February 22, 2023

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for Elite Academic Academy-Mountain Empire (“you,” or “your”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

## 1. Scope of Professional Services

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose all errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal controls as part of any services.

## 2. Management responsibilities

You acknowledge and understand that our role is to provide the services identified in an SOW and that management, and any other parties engaging CLA, have responsibilities that are fundamental to our undertaking to perform the identified services.

## 3. Fees and terms

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 90 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our

engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform [claconnect.com/billpay](http://claconnect.com/billpay) accepts credit card and Automated Clearing House (ACH) payments. Instructions for you to make direct bank to bank wire transfers or ACH payments will be provided upon request.

#### **4. Other Fees**

You agree to compensate us for reasonable time and expenses, including time and expenses of outside legal counsel, we may incur in responding to a subpoena, a formal third-party request for records or information, or participating in a deposition or any other legal, regulatory, or other proceeding relating to services we provide pursuant to a SOW.

#### **5. Finance charges and collection expenses**

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

#### **6. Dispute Resolution**

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

#### **7. Limitation of remedies**

These limitation of remedies provisions are not applicable for any audit or examination services provided to you.

Our role is strictly limited to the services described in an SOW, and we offer no assurance as to the results or ultimate outcomes of any services or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party").

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or

damage, whether based on warranty, tort, contract, or other law, arising from or related to this MSA, the services provided under an SOW, the work product, or for any plans, actions, or results of an SOW, except to the extent authorized by this MSA. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this MSA and the specific SOW thereunder, but any recovery on any such claims shall not exceed the fees actually paid by you to CLA pursuant to the SOW that gives rise to the claim.

**8. Governing Laws, Jurisdiction, and Venue**

The MSA is made under and shall be governed by the laws of the state of Minnesota, without giving effect to choice of law principles. This includes dispute resolution and limitation of remedies.

**9. Time limitations**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this MSA or the services performed under an SOW, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within these periods (“Limitation Period”), which vary based on the services provided, and may be modified as described in the following paragraph:

| Service   | Time after the date we deliver the services or work product* |
|---|--|
| Tax Consulting Services   | 36 months  |
| Tax Return Preparation  | 36 months  |
| Examination, compilation, and preparation services related to prospective financial statements  | 12 months  |
| Audit, review, examination, agreed-upon procedures, compilation, and preparation services other than those related to prospective financial information | 24 months  |
| All Other Services  | 12 months  |

\* pursuant to the SOW on which the dispute is based

If the MSA is terminated or your ongoing relationship with CLA is terminated, then the applicable Limitation Period is the lesser of the above periods or 12 months after termination of MSA or your ongoing relationship with CLA. The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

## **10. Confidentiality**

Except as permitted by the “Consent” section of this MSA, CLA will not disclose any of your confidential, proprietary, or privileged information to any person or party, unless you authorize us to do so, it is published or released by you, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law, regulation or professional standard. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us. You also consent to our disclosure of information regarding the nature of services we provide to you to another independent network member of CLA Global, for the limited purpose of complying with professional obligations regarding independence and conflicts of interest.

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

The workpapers and files supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers and files to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers and files in accordance with our record retention policy that typically provides for a retention period of seven years. After this period expires, our workpapers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The workpapers and files of our firm are not a substitute for your records.

Pursuant to authority given by law, regulation or professional standards we may be requested to make certain workpapers and files available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers and files will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers and files to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

## **11. Other provisions**

You agree that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this MSA, except as may be assumed in an SOW.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, any sensitive data, including protected health information and personally identifiable information, must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all sensitive data, please contact us to discuss other potential options for transmitting the document or file.

CLA and certain owners of CLA are licensed by the California State Board of Accountancy. However, CLA has owners not licensed by the California State Board of Accountancy who may provide services under this MSA. If you have any questions regarding licensure of the personnel performing services under this MSA, please do not hesitate to contact us.

During the course of the engagement, there may be communication via fax or email. You are responsible to ensure that communications received by you or your personnel are secured and not shared with unauthorized individuals.

## **12. Consent to use financial information**

We regularly aggregate anonymized client data and perform a variety of analyses using that aggregated data. Some of these analyses are published to clients or released publicly. However, we are always careful to preserve the confidentiality of the separate information that we obtain from each client, as required by the AICPA Code of Professional Conduct and various laws. Your acceptance of this MSA will serve as your consent to our use of Elite Academic Academy-Mountain Empire anonymized data in performing and reporting on these cost comparison, performance indicator and/or benchmarking analyses.

Unless authorized by law or the client consents, we cannot use a client's tax return information for purposes other than the preparation and filing of the client's tax return. By signing and dating this MSA, you authorize CLA to use any and all information furnished to CLA for or in connection with the preparation of the tax returns under this MSA, for a period of up to six (6) years from the date of this MSA, in connection with CLA's preparation of the types of reports described in the foregoing paragraph.

## **13. Consent to send you publications and other materials**

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes your name and address as well as the business and financial information you provided to us.

By signing and dating this MSA, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your



consent is valid until further notice.

**14. Subcontractors**

CLA may, at times, use subcontractors to perform services under this MSA, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this MSA.

**15. Technology**

CLA may, at times, use third-party software applications to perform services under this MSA. You acknowledge the software vendor may have access to your data.

**16. Termination of MSA**

This MSA shall continue for five years from February 22, 2023, unless terminated earlier by giving appropriate notice. Either party may terminate this MSA at any time by giving 30 days written notice to the other party.

Upon termination of the MSA, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

**17. Agreement**

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable addendum(s) and SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

**CliftonLarsonAllen LLP**

McMullen, Wade

Principal

626-387-8215

wade.mcmullen@claconnect.com

**Response:**

This MSA correctly sets forth the understanding of Elite Academic Academy-Mountain Empire.

**CLA**  
CliftonLarsonAllen LLP

*Wade McMullen*

---

McMullen, Wade, Principal

**SIGNED** 2/22/2023, 6:01:23 PM PST

**Client**  
Elite Academic Academy-Mountain Empire

*MEGHAN FREEMAN*

---

Meghan Freeman, Chief Executive Officer

**SIGNED** 2/23/2023, 9:03:01 AM PST

**Certificate of completion**

Master Services Agreement

Pages: 7

Status: Done

Parties: 2

Variables: 40

Secrets: 0

Certificate pages: 1

Audit log pages: 0

Attachments: 0

TimeZone: America/Los\_Angeles

Outlaw ID: -NOvM59qBLzxBdKFR5-

**Client (Party)**

Meghan Freeman

mfreeman@eliteacademic.com

User ID: FyaRdlYBRbZMF2AB6IO6eNNjzCW2

**Signature**

IP Address: 66.135.75.128

Signing location: On platform

*MEGHAN FREEMAN*

**Timestamp**

Viewed: 2/23/2023, 9:02:48 AM PST

Signed: 2/23/2023, 9:03:01 AM PST

**Electronic record and signature disclosure**

**CLA (Party)**

McMullen, Wade

wade.mcmullen@claconnect.com

User ID: tzeabZcRLXg0d7QTuG5gqF64gR32

**Signature**

IP Address: 104.129.198.245

Signing location: On platform

*Wade McMullen*

**Timestamp**

Viewed: 2/22/2023, 6:01:02 PM PST

Signed: 2/22/2023, 6:01:23 PM PST

**Electronic record and signature disclosure**



## Statement of Work - Audit Services

February 22, 2023

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated February 22, 2023, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Elite Academic Academy-Mountain Empire ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended June 30, 2023.

Wade McMullen is responsible for the performance of the audit engagement. Per Education Code Section 41020(f)(2), there is a limit of six consecutive years for any firm where the principal of the audit and the reviewing principal have been the same in each of those years. This is the fifth consecutive year Wade McMullen will be the engagement principal.

### **Scope of audit services**

We will audit the financial statements of Elite Academic Academy-Mountain Empire, which comprise the financial statements identified below, and the related notes to the financial statements (collectively, the "financial statements").

The statement of financial position as of June 30, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

We will also evaluate and report on the presentation of the following supplementary information accompanying the financial statements in relation to the financial statements as a whole:

Schedule of Instructional Time

Schedule of Average Daily Attendance

Reconciliation of Annual Financial Report With Audited Financial Statements

The following supplementary information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information:

Local Education Agency Organization Structure

## **Nonaudit services**

We will also provide the following nonaudit services:

- Preparation of your financial statements and the related notes.
- Preparation of the supplementary information.
- Preparation of adjusting journal entries, as needed.
- Preparation of the informational tax returns.

## **Audit objectives**

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the 2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, published by the Education Audit Appeals Panel. Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinions.

We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will issue a written report upon completion of our audit of your financial statements.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial

statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (which does not include an opinion) on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements, as required by Government Auditing Standards. The report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the entity is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit conducted in accordance with U.S. GAAS and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

We also will issue a written report on state compliance upon completion of our audit.

### **Auditor responsibilities, procedures, and limitations**

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Override of Management Controls
- Revenue Recognition

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS and Government Auditing Standards. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, Government Auditing Standards do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such

an opinion in our report on compliance issued pursuant to Government Auditing Standards.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under Government Auditing Standards.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

### **Management responsibilities**

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

You are responsible for the design, implementation, and maintenance of effective internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered. You are responsible for taking timely and appropriate steps to remedy any fraud and noncompliance with provisions of laws,



regulations, contracts, and grant agreements that we may report.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers); (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for the preparation of the supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's operations, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

#### **Responsibilities and limitations related to nonaudit services**

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management,

who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

### **Use of financial statements**

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

### **Engagement administration and other matters**

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we

expect to need for our audit and the dates required will be provided in a separate communication.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to California Department of Education, California State Controllers Office, and authorizer(s), or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies or electronic versions of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the California Department of Education, California State Controllers Office, and authorizer(s). If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at [www.CLAconnect.com/Aboutus/](http://www.CLAconnect.com/Aboutus/).

## **Fees**

Our professional fees are detailed in the table below. We will also bill for expenses (including travel, internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. This estimate is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. Our

invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation. There is a ten percent withholding clause per Education Code 14505.

| <b>Service</b> | <b>Professional Fee</b> |
|----------------|-------------------------|
| Audit services | \$12,500                |
| Tax services   | \$3,000                 |
| Technology fee | \$780                   |
| Total          | \$16,280                |

Additional state compliance procedures related to changes to the 2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, published by the Education Audit Appeals Panel will be billed as out-of-scope.

**Unexpected circumstances**

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

**Changes in accounting and audit standards**

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

**Agreement**

We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our audit engagement. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related to audit services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

**CliftonLarsonAllen LLP**

**Response:**

This letter correctly sets forth the understanding of Elite Academic Academy-Mountain Empire.

**CLA**  
CliftonLarsonAllen LLP

*Wade McMullen*

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McMullen, Wade, Prinicpal

**Client**  
Elite Academic Academy-Mountain Empire

*Meghan Freeman*

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Meghan Freeman, Chief Executive Officer

**Certificate of completion**

Statement of Work - Audit Services

Pages: 11

Status: Done

Parties: 2

Variables: 171

Secrets: 0

Certificate pages: 1

Audit log pages: 0

Attachments: 0

TimeZone: America/Los\_Angeles

Outlaw ID: -NOKD5x2CLCRIKk\_UNYZ

**Client (Party)**

Meghan Freeman

mfreeman@eliteacademic.com

User ID: FyaRdlYBRbZMF2AB6IO6eNNjzCW2

**Signature**

IP Address: 66.135.75.128

Signing location: On platform

*Meghan Freeman*

**Timestamp**

Viewed: 2/23/2023, 9:03:58 AM PST

Signed: 2/23/2023, 9:04:22 AM PST

**Electronic record and signature disclosure**

**CLA (Party)**

McMullen, Wade

wade.mcmullen@claconnect.com

User ID: tzeabZcRLXg0d7QTuG5gqF64gR32

**Signature**

IP Address: 104.129.198.245

Signing location: On platform

*Wade McMullen*

**Timestamp**

Viewed: 2/21/2023, 8:44:44 AM PST

Signed: 2/22/2023, 6:37:32 PM PST

**Electronic record and signature disclosure**

## AMENDED AND RESTATED TERMS LETTER

Dated as of February 21, 2023

Elite Academic Academy – Mountain Empire  
43414 Business Park Drive  
Temecula, CA 92590-5526

Reference: Receivables Purchase Agreement

Ladies and Gentlemen:

Reference is made to that certain Receivables Purchase Agreement dated September 21, 2022, as amended from time to time ("Receivables Purchase Agreement"), by and among CHARTER SCHOOL CAPITAL, INC., a Delaware corporation, as purchaser ("Purchaser"), and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE, a California nonprofit public benefit corporation, as operator (in such capacity, "Seller") and on behalf of ELITE ACADEMIC ACADEMY - MOUNTAIN EMPIRE. This letter is the "Terms Letter" as defined in the Receivables Purchase Agreement and amends and restates each other Terms Letter between the parties executed in connection with the Receivables Purchase Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Receivables Purchase Agreement.

The parties hereto agree as follows:

1. Definitions

"Agreement Termination Date" means September 20, 2023.

"Attesting Party" means Elite Academic Academy - Mountain Empire.

"Authorizing Entity" means Mountain Empire Unified School District, including any successor or replacement entity responsible for granting or renewing any School's Charter.

"Charter" means the charter petition approved by the Authorizing Entity on December 12, 2017, providing for a five-year term beginning on July 1, 2018, and ending on June 30, 2023, as extended to June 30, 2025, by California Assembly Bill 130 on July 9, 2021, including all attachments, exhibits and schedules thereto, as the same may be amended, modified, supplemented, extended, or renewed from time to time.

"Deposit Account" means the account established at the Depository entitled Elite Academic Academy-Mountain Empire, pursuant to the Account Control Agreement.

"Depository" or "Depository Bank" means U.S. Bank National Association.



“Fee Schedule” shall mean the Fee Schedule attached to this Terms Letter as Schedule I.

“Gross Receivables Value” equals the amount set forth in Section 3(a) of each Bill of Sale executed pursuant to the Receivables Purchase Agreement.

“Initial Closing Date” means the date on which Seller first sells to Purchaser, and Purchaser first purchases from Seller, any Receivables.

“Initial Purchase (Face Value)” equals the amount set forth on Schedule II of each Bill of Sale executed pursuant to the Receivables Purchase Agreement.

“Manager” means N/A.

“Obligor” means the State of California, San Diego County, the San Diego County Office of Education, the San Diego County Superintendent of Schools, the Mountain Empire Unified School District, the Special Education Local Plan Area (SELPA), and the federal government of the United States of America.

“Program Fee” equals \$0.00, which fee shall be fully earned and payable on and as of the Initial Closing Date.

“Purchaser’s E-Mail Address” means legal@charterschoolcapital.com.

“Purchase Limit” means the lesser of (i) \$5,482,925.00 of Gross Receivables Value and (ii) \$4,670,300.00 of Initial Purchase (Face Value).

“School’s Address” means 43414 Business Park Dr., Temecula, CA 92590-5526.

“School’s Names” means Elite Academic Academy-Mountain Empire.

2. Notice. All demands, notices and communications under the Receivables Purchase Agreement or hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by certified mail, return receipt requested or by facsimile, to (a) in the case of Purchaser, Charter School Capital, Inc., 1000 SW Broadway, Suite 1800, Portland, OR 97205, Attention: Legal Department, email legal@charterschoolcapital.com, or fax (855) 972-0187; (b) in the case of Seller or Attesting Party, Gregory Bordo, Esq., Blank Rome LLP, 2029 Century Park East, 6<sup>th</sup> Floor, Los Angeles, CA 90067; Phone: (424) 239-3404, Fax: (424) 239-3434, email gbordo@blankrome.com, and 43414 Business Park Dr., Temecula, CA 92590-5526, Attention: Meghan Freeman, email mfreeman@eliteacademic.com (c) in the case of an Investor, to such address as Purchaser shall designate from time to time in writing; or, as to each party, at such other address or facsimile number as shall be designated by such party in a written notice to each other party.

3. Purchase Price. The Purchase Price for the Receivables purchased by the Purchaser will be set forth in the applicable Bill of Sale. The Purchase Price will be based upon short-term interest rates, including the London Interbank Offered Rate (“LIBOR”), the prime interest rate as published in The Wall Street Journal from time to time (“Prime Rate”), any other interest rate as

may be applicable to Purchaser from time to time, and the characteristics of the Receivables to be purchased. The Seller acknowledges that (a) both LIBOR and Prime Rate may vary daily, and (b) the Purchase Price for sales of Receivables occurring in the future may change based on fluctuations in the LIBOR and Prime Rate and differences among types of Receivables.

4. Severability of Provisions. If any one or more of the covenants, agreements, provisions or terms of this Terms Letter shall for any reason whatsoever be held invalid, then such covenants, agreements, provisions, or terms shall be deemed severable from the remaining covenants, agreements, provisions, and terms of this Terms Letter and shall in no way affect the validity or enforceability of the other provisions of this Terms Letter.

5. Miscellaneous. This letter (a) may not be amended or modified except by a written instrument executed by the parties hereto, (b) shall remain in effect so long as the Receivables Purchase Agreement shall be in effect, (c) shall be construed in accordance with and governed by the laws of the State of California without regard to principles of conflicts of laws, and (d) shall be binding on, and inure to the benefit of, the respective successors and assigns of the parties hereto.

*[Signature page follows]*

Please signify your agreement to and acceptance of the foregoing by executing this letter in the space provided below.

Very truly yours,

**CHARTER SCHOOL CAPITAL, INC.**, a Delaware corporation, as Purchaser under the Receivables Purchase Agreement

DocuSigned by:  
By: Brad Colburn  
7EC216ECA26242D... Colburn  
Title: Chief Investment Officer

Agreed to and accepted as of the date first above written:

**ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE**, a California nonprofit public benefit corporation, as Seller under the Receivables Purchase Agreement

DocuSigned by:  
By: Ronald Jackson  
51701081B7B648C... kson  
Title: Board Treasurer

**ELITE ACADEMIC ACADEMY - MOUNTAIN EMPIRE**, as Attesting Party under the Receivables Purchase Agreement

DocuSigned by:  
By: Morja Delckers  
189898D2898247E... Delckers  
Title: Board President

## SCHEDULE I

### **Fee Schedule Effective January 1, 2018**

Expedite Fee. Applicable if Seller requests expedited processing (less than 10 days' advance notice) of a funding request. Fee is .5% of the funding amount or \$500, whichever is greater. Expedited processing is available on a case-by-case basis in Purchaser's sole discretion.

Due Diligence Fee. Applicable if Purchaser incurs extraordinary fees or expenses in connection with its due diligence. Typically, such charges will apply in situations that require extensive lien analysis, loan payoffs, lien carve outs, communications with bondholders, discussions with accountants and auditors, and similar time-intensive activities. Charges for outside professionals will be based on Purchaser's actual out-of-pocket costs; in-house counsel is billed at the rate of \$275/hour.

Documentation Fee. Applicable if Purchaser is required to re-draw transaction documents as a result of Seller's failure to inform Purchaser of changes affecting the documents (e.g., changes to authorized signers or titles, change in funding amount, etc.). Fee not to exceed \$500 per re-draw, as determined by Purchaser.

Early Payment Transaction Fee. Applicable if Seller requests an early payment of the Deferred Purchase Price and Purchaser, at its sole discretion, agrees to an early partial payment of the Deferred Purchase Price. The Early Payment Transaction Fee shall be equal to Seller's administrative costs and expenses to process the request, including staff time at the rate of \$275 per hour and out-of-pocket costs.

## BILL OF SALE

This Bill of Sale, dated as of February 21, 2023 (hereinafter the “Closing Date”) is executed and delivered pursuant to the Receivables Purchase Agreement dated September 21, 2022 (as amended from time to time, the “RPA”), among ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE, a California nonprofit public benefit corporation (“Seller”), ELITE ACADEMIC ACADEMY - MOUNTAIN EMPIRE (“Attesting Party”) and CHARTER SCHOOL CAPITAL, INC., a Delaware corporation (“Purchaser”). Capitalized terms used herein that are not otherwise defined herein shall have the meanings set forth in the RPA.

1. Seller does hereby sell, transfer, set over, and otherwise convey to Purchaser, without recourse except as provided herein or in the RPA, all its right, title and interest in, to, and under the Attendance Receivables and the Grant Receivables identified on Schedule I hereto (the “Receivables”), the Receivables Files relating thereto, and all monies due or to become due and all amounts received with respect thereto and all proceeds thereof.

2. It is the intent of Seller and Attesting Party that immediately prior to giving effect to the sale and transfer of the Receivables contemplated hereby, on the Closing Date the Receivables identified on this Bill of Sale will be owned solely by Seller. To further evidence the intent of the parties hereto that all right, title, and interest in, to, and under the Receivables identified on this Bill of Sale, the Receivables Files relating thereto, all monies due or to become due and all amounts received with respect thereto, and all proceeds thereof, are being sold and transferred to Purchaser pursuant to the RPA and this Bill of Sale, Attesting Party does hereby quitclaim, sell, transfer, set over, and otherwise convey to Purchaser, without recourse except as provided herein or in the RPA, all its right, title and interest, if any, in, to, and under the Receivables, the Receivables Files relating thereto, and all monies due or to become due and all amounts received with respect thereto and all proceeds thereof.

3. Each of Seller and Attesting Party represents and warrants to Purchaser, as of the date hereof, that:

a. The aggregate Gross Receivables Value of the Receivables equals \$612,789.00, as more particularly detailed on Schedule II hereto.

b. Each of the conditions set forth in Section 3.02 or 3.03 (as applicable) of the RPA has been satisfied.

c. It is not Insolvent, nor will it be made Insolvent by the sale of the Receivables to Purchaser, nor is it aware of any pending Insolvency. No Dissolution Event has occurred with respect to Seller.

d. The representations and warranties of it in Section 4.01(a) and (b) of the RPA are true and correct.

4. The Upfront Purchase Price and the Maximum Deferred Purchase Price for the Receivables are listed on Schedule II hereto.

a. The Upfront Purchase Price (net of fees and set-offs) shall be paid by Purchaser to Seller on the related Closing Date or the next Business Day thereafter, as set forth on Schedule II attached hereto.

b. The Deferred Purchase Price with respect to each Receivable shall be paid by Purchaser to Seller not later than seven (7) Business Days after Purchaser determines that the Paying Agent has actually received all amounts that the Obligor is going to pay on such Receivable (such determination date by Purchaser is the "Determination Date").

c. All Upfront Purchase Price and Deferred Purchase Price payments (net of fees and set-offs) made by Purchaser to Seller shall be by wire transfer and in accordance with the instructions set forth below:

Account Name: Elite Academic Academy – Mountain Empire  
Bank: JP Morgan Chase Bank, NA  
2398 Sycamore Drive  
Simi Valley, CA 93065

ABA: 322271627  
Bank Acct. # 260772337

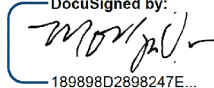
*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale to be executed and delivered as of the date first above written.

**ELITE ACADEMIC ACADEMY-MOUNTAIN  
EMPIRE**, a California nonprofit public benefit  
corporation, as Seller

By:  \_\_\_\_\_  
DocuSigned by:  
51701081B7B648C... kson  
Title: Board Treasurer

**ELITE ACADEMIC ACADEMY-MOUNTAIN  
EMPIRE**, as Attesting Party

By:  \_\_\_\_\_  
DocuSigned by:  
189898D2898247E... Delckers  
Title: Board President

## SCHEDULE I

All of the right of Seller and Attesting Party to be paid by the Obligor in respect of ELITE ACADEMIC ACADEMY - MOUNTAIN EMPIRE (the "School") generally including, in each of the months of MARCH 2023 and APRIL 2023, the School's funding in lieu of property taxes (sometimes referred to by the California Department of Education as local in-lieu funding) calculated pursuant to Education Code Section 47635; in the approximate aggregate amount of \$612,789.00, as such payments have been and/or may in the future be deferred, delayed, accelerated or otherwise rescheduled from time to time, in whole or in part, and including all monies due or to become due with respect to the foregoing, all amounts received with respect to the foregoing, all proceeds of the foregoing, and any and all claims and causes of action (whether based on contract, tort, statute or otherwise), and all rights and remedies in law and in equity, related to the entitlement, ownership, collection or otherwise of the foregoing.

Schedule I - 1



**SCHEDULE II**

| <b>Description</b>                          | <b>Amount</b>       |
|---|---------------------|
| Upfront Purchase Price                      | \$402,008.00        |
| Program Fee                                 | -\$0.00             |
| Other Fees (Due Diligence Fee/Expedite Fee) | -\$0.00             |
| Other Offsets <sup>1</sup>                  | -\$0.00             |
| <b>Updated Net to School</b>                | <b>\$402,008.00</b> |

| <b>Gross<br/>Receivables<br/>Value</b> | <b>Initial Purchase<br/>(Face Value)</b> | <b>Upfront<br/>Purchase Price</b> | <b>Maximum<br/>Deferred<br/>Purchase<br/>Price</b> |
|--|--|-----------------------------------|--|
| \$612,789.00                           | \$406,400.00                             | \$402,008.00                      | \$206,389.00                                       |

---

<sup>1</sup> If Purchaser determines prior to funding that there are past due amounts owing to Purchaser, the past due amounts may be deducted from the current funding and the net proceeds to the School will be reduced.

**ASSIGNMENT AND ACCOUNT NOTICE**

February 17, 2023

VIA EMAIL: [charters@sdcoe.net](mailto:charters@sdcoe.net)  
San Diego County Office of Education  
6401 Linda Vista Rd.  
San Diego, CA 92111

VIA EMAIL: [gary.hobelman@meusd.k12.ca.us](mailto:gary.hobelman@meusd.k12.ca.us)  
Attn: Gary Hobelman  
Assistant Superintendent of Business  
Mountain Empire Unified School District  
3291 Buckman Springs Rd.  
Pine Valley, CA 91962

RE: Elite Academic Academy-Mountain Empire

Ladies and Gentlemen:

ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE, as operator of ELITE ACADEMIC ACADEMY - MOUNTAIN EMPIRE (in such capacity, "Seller"), hereby notifies you that it has sold and assigned to CHARTER SCHOOL CAPITAL, INC., effective as of February 21, 2023, the receivables payable by the State of California, San Diego County, the San Diego County Office of Education, the San Diego County Superintendent of Schools, the Mountain Empire Unified School District, and the federal government of the United States in respect of ELITE ACADEMIC ACADEMY - MOUNTAIN EMPIRE (the "School") as more particularly described in SCHEDULE I attached hereto.

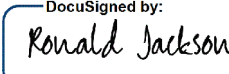
Seller hereby directs you to deliver all amounts with respect to such receivables to the following account, as applicable:

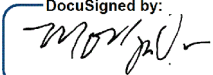
| <b>For paper warrants/checks:</b>  | <b>For wire transfers:</b>   |
|--|--|
| Elite Academic Academy-Mountain Empire<br>c/o Charter School Capital, Inc.<br>P.O. Box 954082<br>St. Louis, MO 63195-4082<br>Lockbox #954082 | US Bank, N.A., as Paying Agent<br>US Bank, N.A.<br>ABA# 123000848<br>Account #153910742227<br>Ref: Elite Academic Academy-Mountain<br>Empire<br>c/o Charter School Capital, Inc. |

Seller hereby authorizes Charter School Capital to deliver all future Notices of Assignment to the county and/or district. This instruction is irrevocable and cannot be altered without the written consent of Charter School Capital, Inc. If you have any questions, please contact Charter School Capital's servicing department at (503) 227-2910. Thank you for your courtesy in this matter.

Very truly yours,

**ELITE ACADEMIC ACADEMY-MOUNTAIN  
EMPIRE**

By:  \_\_\_\_\_  
DocuSigned by:  
51701081B7B648C... kson  
Title: Board Treasurer

By:  \_\_\_\_\_  
DocuSigned by:  
189898D2898247E... Delckers  
Title: Board President

## **SCHEDULE I**

All of the right of Seller and Attesting Party to be paid by the Obligor in respect of ELITE ACADEMIC ACADEMY - MOUNTAIN EMPIRE (the "School") generally including, in each of the months of MARCH 2023 and APRIL 2023, the School's funding in lieu of property taxes (sometimes referred to by the California Department of Education as local in-lieu funding) calculated pursuant to Education Code Section 47635; as such payments have been and/or may in the future be deferred, delayed, accelerated or otherwise rescheduled from time to time, in whole or in part, and including all monies due or to become due with respect to the foregoing, all amounts received with respect to the foregoing, all proceeds of the foregoing, and any and all claims and causes of action (whether based on contract, tort, statute or otherwise), and all rights and remedies in law and in equity, related to the entitlement, ownership, collection or otherwise of the foregoing.

**OFFICER'S CERTIFICATE  
ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE**

This Officer's Certificate is executed and delivered as of February 21, 2023. Reference is made to (a) the Receivables Purchase Agreement dated September 21, 2022 (the "Agreement"), by and between CHARTER SCHOOL CAPITAL, INC., a Delaware corporation ("Purchaser"), and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE, a California nonprofit public benefit corporation ("Seller"), (b) the Amended and Restated Terms Letter between the parties of even date herewith, and (c) each of the other Transaction Documents contemplated by either of the foregoing, as such documents listed in (a) through (c) may be amended, supplemented, restated or otherwise modified from time to time. This certificate is delivered pursuant to Article III of the Agreement. All capitalized terms used and not defined in this officer's certificate shall have the meanings ascribed to such terms in the Agreement.

The undersigned, on behalf of Seller and/or Attesting Party, as applicable, does hereby certify as of the Closing Date as follows:

1. Each representation and warranty of Seller and Attesting Party, if any, contained in the Agreement or any of the other Transaction Documents is true and correct on and as of the date hereof.
2. Each representation and warranty of Seller or Attesting Party, if any, contained in any certification, assurance or representation made by Seller or Attesting Party, as applicable, to the California Department of Education, the Obligor, the Authorizing Entity, or any other governmental entity in connection with any Receivable, is true and correct on and as of such day as though made on and as of such date.
3. As of the date hereof, no event has occurred and is continuing, or would result from the transactions contemplated by the Agreement that would result in a Material Adverse Effect.
4. As of the date hereof, neither Seller nor Attesting Party is Insolvent nor will it be made Insolvent by such transfer nor is it aware of any such pending Insolvency.
5. As of the date hereof, the following documents provided by the Seller to Charter School Capital, Inc. are true and correct: (i) the resolutions adopted by the governing board of the Seller approving the Receivables Purchase Agreement and the related Notice of Assignment, (ii) Incumbency Certificate (iii) all attendance reports and P-1 and P-2 filings made with the State of California Department of Education, (iv) any other correspondence between the Seller and any governmental agency related to its receivables, and (v) the Seller's audited financial statements.
6. As of the date hereof, all attendance reports provided by Seller to Purchaser on or prior to the date hereof are in the same form as provided to the school's Authorizing Entity and/or the State of California Department of Education, as applicable, are true and correct in all respects, and have been timely filed by Seller.

7. Seller will not voluntarily close any School during such time as any Receivable sold to Purchaser pursuant to the Agreement remains unpaid, and Seller currently has no intention or expectation of closing any School and has not given or received any notice or taken any other action to close any School.
8. Seller and Attesting Party are in good standing with the Authorizing Entity and the California State Board of Education and have not committed a material breach of the Charter. Neither Seller nor Attesting Party is aware of any action by the Authorizing Entity, the California State Board of Education, or any other person or agency to revoke the Charter and neither Seller nor Attesting Party has received any notice of violation, notice to cure, notice of revocation or other correspondence from the Authorizing Entity, the California State Board of Education or any other person to suspend, revoke or deny renewal of the Charter. Neither Seller nor Attesting Party has abandoned the Charter; and the Charter is not considered inactive.
9. Except for (a) payments subject to intercept by, or offset rights in favor of, the California Department of Education in connection with an outstanding loan under the Charter School Revolving Loan Program described in California Education Code Section 41365, and (b) as consented to in writing by an authorized officer of Purchaser from time to time, Seller's Receivables shall not be subject to intercept by, or subject to any offset rights in favor of, any Person, unless such intercept or offset rights could not, under any circumstances, reduce the amount payable on any Receivable that has been purchased by the Purchaser hereunder.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date first set forth above.

**ELITE ACADEMIC ACADEMY-  
MOUNTAIN EMPIRE**, a California  
nonprofit public benefit corporation, as Seller

DocuSigned by:  
By: Ronald Jackson  
51701081B7B648C... kson  
Title: Board Treasurer

**OFFICER'S CERTIFICATE WITH INCUMBENCY  
ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE**

This Officer's Certificate with Incumbency is executed and delivered as of February 21, 2023. Reference is made to (a) the Receivables Purchase Agreement dated September 21, 2022 (the "Agreement"), by and between CHARTER SCHOOL CAPITAL, INC., a Delaware corporation ("Purchaser"), and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE, a California nonprofit public benefit corporation, as operator of ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE ("Seller"), (b) the Amended and Restated Terms Letter between the parties of even date herewith, and (c) each of the other Transaction Documents contemplated by either of the foregoing, as such documents listed in (a) through (c) may be amended, supplemented, restated or otherwise modified from time to time. This certificate is delivered pursuant to Article III of the Agreement. All capitalized terms used and not defined in this officer's certificate shall have the meanings ascribed to such terms in the Agreement.

I, Ronald Jackson, hereby certify that I am the duly elected Board Treasurer of Seller, and further certify on behalf of Seller as follows:

1. Attached hereto as Exhibit A is a true, correct and complete copy of Seller's Articles of Incorporation and all amendments thereto, certified by the Secretary of State of California. There have been no amendments, supplements or other documents relating to, modifying or otherwise affecting Seller's Articles of Incorporation since the date of their certification, and no action has been taken by Seller's board of directors or its members, if any, in contemplation of, or to effect or authorize any such amendment or modification.
2. Attached hereto as Exhibit B is a true and complete copy of Seller's Bylaws. Such Bylaws are in full force and effect on the date hereof, and have not been amended, modified, altered or revoked, and no meeting of Seller's board of directors or its members, if any, has been called for the purpose of amending the Bylaws.
3. Attached hereto as Exhibit C is a true, correct and complete copy of resolutions duly adopted by Seller's board of directors authorizing the execution and delivery of the Agreement, the Terms Letter and the other Transaction Documents and approving the transactions contemplated thereby. Such resolutions have not been in any way amended, annulled, rescinded, revoked or modified since their adoption and remain in full force and effect on the date hereof, and such resolutions are the only resolutions adopted by Seller's board of directors relating to the subject matter thereof.
4. The Seller's charter approved by the Authorizer on December 12, 2017, has not been amended, modified, suspended, revoked or abandoned as of the date hereof.



5. Each person set forth below has been duly elected or appointed to the office set forth opposite his or her name below, is qualified and acting in such capacity, and is authorized to sign, on behalf of Seller, the Agreement and all documents relating to the Agreement that s/he has signed, and the signature set forth opposite his or her name below and on any such agreements and documents is his or her authentic and genuine signature.

Ronald Jackson  
Board Treasurer


*[Signature on File with Purchaser]*

Morgen Oelckers  
Board President

*[Signature on File with Purchaser]*

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date first set forth above.

DocuSigned by:  
  
51701081B7B648C... kson  
Title: Board Treasurer

I, Morgen Oelckers, Board President, certify as of the date first set forth above that Ronald Jackson is the duly appointed and acting Board Treasurer of Seller and that his or her signature above is genuine.

DocuSigned by:  
  
189898D2898247E... Oelckers  
Title: Board President

# **Exhibit A**



# California Secretary of State

**Business Programs Division**

1500 11th Street, Sacramento, CA 95814

**Request Type:** Certified Copies

**Entity Name:** ELITE ACADEMIC ACADEMY-  
MOUNTAIN EMPIRE

**Formed In:** CALIFORNIA

**Entity No.:** 4101031

**Entity Type:** Nonprofit Corporation - CA - Public  
Benefit

**Issuance Date:** 06/24/2022

**Copies Requested:** 1

**Receipt No.:** 002041145

**Certificate No.:** 024710721

## Document Listing

| Reference # | Date Filed | Filing Description | Number of Pages |
|-------------|------------|--------------------|-----------------|
| 19665882-1  | 01/18/2018 | Initial Filing     | 3               |

\*\* \*\*\*\* \* \*\*\*\*\* \*\*\*\*\* End of list \*\*\*\*\* \*\*\*\*\* \*\*\*\* \*\*

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, do hereby certify on the Issuance Date, the attached document(s) referenced above are true and correct copies and were filed in this office on the date(s) indicated above.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California on June 24, 2022.

**SHIRLEY N. WEBER, PH.D.**  
**Secretary of State**

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at [bizfileOnline.sos.ca.gov](http://bizfileOnline.sos.ca.gov).



024710721



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**BUSINESS ENTITIES ORDERS**

California Secretary of State  
1500 11th Street  
Sacramento, California 95814  
(916) 653-3516

B0861-1865 06/24/2022 5:15 PM Received by California Secretary of State

|                          |   |
|--------------------------|---|
| Entity Details           |   |
| Entity Name              | ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE      |
| Entity No.               | 4101031                                     |
| Registration Date        | 01/18/2018                                  |
| Entity Type              | Nonprofit Corporation - CA - Public Benefit |
| Formed In                | CALIFORNIA                                  |
| Entity Status            | Active                                      |
| Request Type             |   |
| Request Type             | Certified Copies                            |
| Certified Copies Request |   |
| Initial Filing           | #4101031                                    |
| Filing Date              | 1/18/2018 12:00 AM                          |

4101031

STATE OF CALIFORNIA

FILED  
SECRETARY OF STATE  
STATE OF CALIFORNIA

ARTICLES OF INCORPORATION

OF

ELITE ACADEMIC ACADEMY – MOUNTAIN EMPIRE  
A California Nonprofit Public Benefit Corporation

JAN 18 2018  
*lu* *CB* *of*

I.

The name of the corporation is Elite Academic Academy – Mountain Empire (“Corporation”).

II.

A. This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

B. The specific purpose of this Corporation is to operate one or more California public charter schools.

III.

The initial agent for service of process is: Corporation Service Company, Which Will Do Business In California As CSC-Lawyers Incorporating Service.

IV.

The initial street and mailing address in the State of California of this Corporation is:

2060-D E. Avenida De Los Arboles #504  
Thousand Oaks, CA 91362

V.

A. The Corporation is organized and shall be operated exclusively for charitable, educational, and scientific purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986 as amended (the “Code”).

B. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof.

C. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not

participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of, or in opposition to, any candidate for public office.

D. Notwithstanding any other provision of these Articles, the Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of the Corporation, and the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from taxation under section 501(a) of the Code as an organization described in section 501(c)(3) of the Code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Code.

E. It is intended that the Corporation shall have the status of a corporation which is exempt from federal income taxation under section 501(a) of the Code as an organization described in section 501(c)(3) of the Code and which is other than a private foundation by reason of being described in section 509(a) of the Code. These Articles shall be construed accordingly, and all powers and activities of the Corporation shall be limited accordingly. In the event the Corporation is determined to be a private foundation within the meaning of section 509 of the Code, then during such period:

(i) The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by section 4942 of the Code.

(ii) The Corporation shall not engage in any act of self-dealing, as defined in section 4941(d) of the Code.

(iii) The Corporation shall not retain any excess business holdings as defined in section 4943(c) of the Code.

(iv) The Corporation shall not make any investments in such manner as to subject it to tax under section 4944 of the Code.

(v) The Corporation shall not make any taxable expenditures as defined in section 4945(d) of the Code.

## VI.

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation for one or more exempt purposes within the meaning of section 501(c)(3) of the Code, or shall distribute such assets to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the applicable court in the county which the principal office of the Corporation is then located, exclusively for one or more exempt purposes within the meaning of section 501(c)(3) of the Code,

exclusively for one or more exempt purposes within the meaning of section 501(c)(3) of the Code, or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

VII.

Except as otherwise provided herein, all conditions, qualifications, requirements, privileges and regulations regarding the Board of Directors of the Corporation, including voting rights if any, shall be fixed and governed by or pursuant to the Bylaws of the Corporation.

VIII.

The Corporation is authorized to indemnify its agents (as defined in section 5238 of the California Nonprofit Corporation Law) to the fullest extent permissible under California law.

Dated: January 4, 2018

  
\_\_\_\_\_  
Brent Woodard, Incorporator

I hereby declare that I am the person who executed the foregoing Articles of Incorporation which execution is my act and deed.

  
\_\_\_\_\_  
Brent Woodard, Incorporator



# **Exhibit B**

**BYLAWS**  
**OF**  
**ELITE ACADEMIC ACADEMY – MOUNTAIN EMPIRE**  
a California Nonprofit Public Benefit Corporation

**ARTICLE I**

**OFFICES**

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

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

**ARTICLE II**

**OBJECTIVES AND PURPOSES**

The specific objectives and purposes of this corporation shall be to operate one or more California public charter schools.

**ARTICLE III**

**NONPARTISAN ACTIVITIES**

The corporation has been formed under the California Nonprofit Public Benefit Corporation Law (the "Law") for the public, nonprofit, nonpartisan, and charitable purposes described in its articles of incorporation. Notwithstanding any other provision in these bylaws, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("IRC"), or (b) by a corporation contributions to which are deductible under IRC Section 170(c)(2).

## **ARTICLE IV**

### **DEDICATION OF ASSETS**

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

## **ARTICLE V**

### **MEMBERS**

Section 1. SOLE MEMBER. Elite Academic Academy Charter Schools, a California Nonprofit Public Benefit Corporation exempt from federal income tax under IRC Section 501(c)(3) (the "Sole Member"), shall be the sole member of this corporation as the term "member" is defined in Section 5056 of the California Corporations Code (the "Code"). The Sole Member shall have all the rights granted to members by Section 5056 of the Code.

## **ARTICLE VI**

### **DIRECTORS**

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. NUMBER AND QUALIFICATION. The authorized number of directors shall be no less than three (3) and no more than eleven (11), unless changed by amendments to these bylaws. All directors are to be designated by the Sole Member. The board of directors shall consist of at least three (3) directors unless changed by an amendment to these bylaws.

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

Section 4. TERM OF OFFICE; EVENTS CAUSING VACANCIES ON BOARD. Each director shall hold office for one (1) year. A director may serve multiple terms of service, subject to approval by the Sole Member. A vacancy or vacancies on the board of directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the board of directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under the Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; and (d) the failure of the Sole Member, at any meeting of the Sole Member at which any director or directors are to be designated, to designate the number of directors required to be designated at such meeting.

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

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

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

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

Section 9. ANNUAL AND REGULAR MEETINGS. The annual meeting of the board of directors shall be held each year on the date and time as may be fixed by the board of directors.

At such annual meeting, officers shall be elected and any other proper business may be transacted. Other regular meetings of the board of directors shall be held at such time as shall from time to time be fixed by the board of directors. Notice of regular meetings shall not be required if the time and place of such meeting is fixed by these bylaws or by the board of directors.

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

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

Section 11. QUORUM. A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 13 below. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the board of directors, subject to the provisions of Section 5212 of the Code (appointment of committees), Section 5233 of the Code (approval of contracts or transactions in which a director has a direct or indirect material financial interest), Section 5234 of the Code (approval of certain transactions between corporations having common directorships), Section 5235 (compensation of directors or officers), and Section 5238(e) of the Code (indemnification of directors). A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting, or such greater number as is required by the articles of incorporation, these bylaws, or the Law.

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

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

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

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

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

## **ARTICLE VII**

### **COMMITTEES**

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

- (a) undertaking any final action on any matter that, under the Law, also requires approval of the Sole Member or board of directors;
- (b) the filling of vacancies on the board of directors or in any committee;
- (c) the amendment or repeal of bylaws or the adoption of new bylaws;
- (d) the amendment or repeal of any resolution of the board of directors that by its express terms is not so amendable or repealable;
- (e) the appointment of any other committees of the board of directors or the members thereof;
- (f) the expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected; or

(g) the approval of any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest, except as special approval is provided for in Section 5233(d)(3) of the Code.

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

## **ARTICLE VIII**

### **OFFICERS**

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

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

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

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

Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall



not be necessary to make it effective. Any such resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

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

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

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

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

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

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

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

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

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

## **ARTICLE IX**

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

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

Section 2. INDEMNIFICATION IN ACTIONS BY THIRD PARTIES. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the corporation to procure a judgment in its favor, an action brought under Section 5233 of the Code, or an action brought by the Attorney General of California or a person granted relator status by the Attorney General of California for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section 3. INDEMNIFICATION IN ACTIONS BY OR IN THE RIGHT OF THE CORPORATION. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of the corporation, or brought under Section 5233 of the Code, or brought by the Attorney General of California or a person granted relator status by the Attorney General of California for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position

would use under similar circumstances. No indemnification shall be made under this Section 3 for any of the following:

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

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

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

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

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

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

(b) The court in which such proceeding is or was pending upon application made by the corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the corporation.

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

Section 7. OTHER INDEMNIFICATION. No provision made by the corporation to indemnify its directors or officers for the defense of any proceeding, whether contained in the articles of incorporation, bylaws, a resolution of directors, an agreement, or otherwise, shall be valid unless consistent with this Article IX. Nothing contained in this Article IX shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

Section 8. FORMS OF INDEMNIFICATION NOT PERMITTED. No indemnification or advance shall be made under this Article IX, except as provided in Section 4 or Section 5(b), in any circumstance if it appears that:

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

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

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

## ARTICLE X

### RECORDS AND REPORTS

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

Section 2. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. The corporation shall keep at its principal executive office, or if its principal executive office is not in the State of California, at its principal office in this state, the original or a copy of its articles of incorporation and bylaws, as amended to date, that shall be open to inspection by the Sole Member or the directors at all reasonable times during office hours. If the principal executive office of the corporation is outside the State of California and the corporation has no principal office in this state, the Secretary shall, upon the written request of the Sole Member or any director, furnish to such director a copy of the articles of incorporation or bylaws, as amended to date.

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

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

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

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

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

The statement shall include the following information:

- (a) A brief description of any transaction during the previous fiscal year that involved more than \$50,000, or was one of a number of transactions in which the same interested person had a direct or indirect material financial interest involving, in the aggregate, more than \$50,000;
- (b) The names of interested persons involved in such transactions described in the preceding paragraph (a), their relationship to the corporation, the nature of their interest in the transaction and, if practicable, the amount of that interest; provided, however, that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated; and
- (c) A brief description of the amount and circumstances of any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any officer or director of the corporation under Article IX of these bylaws, unless that indemnification already has been approved by the directors under Section 5238(e)(2) of the Code.

## **ARTICLE XI**

### **GENERAL MATTERS**

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

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

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

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

## **ARTICLE XII**

### **AMENDMENTS**

New bylaws may be adopted or these bylaws may be amended or repealed by solely the written consent of the Sole Member; provided, however, that if the articles of incorporation of the corporation set forth the number of authorized directors of the corporation, the authorized number of directors may be changed only by an amendment of the articles of incorporation.

## CERTIFICATE OF SECRETARY

The undersigned, being the duly elected and acting Secretary of Elite Academic Academy – Mountain Empire, a California nonprofit public benefit corporation, does hereby certify that the foregoing Bylaws constitute the Bylaws of this corporation as duly adopted by the Sole Member on January 18, 2018.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 18th day of January, 2018.

DocuSigned by:  
*Brent Woodard*  
8DD05A65A5E74C3...  
\_\_\_\_\_  
Dr. Brent Woodard, Secretary

# **Exhibit C**



**ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE  
ACKNOWLEDGEMENT RESOLUTIONS**

The undersigned, on behalf of Elite Academic Academy-Mountain Empire, a California nonprofit corporation (the “Company”), hereby certifies that the resolutions set forth below were adopted by the Board of Directors (the “Board”) of the Company, in accordance with Section 5211 (a) of the California Nonprofit Corporation Law and the Bylaws of the Company, at a duly noticed meeting held on May 9, 2019 at 10:00 a.m., Pacific Time, virtually, and in Temecula, California. A quorum of the Board was present at the meeting. Capitalized terms used herein and not otherwise defined have the meanings given to them in the Acknowledgment Resolution (as defined below).

Sale of Receivables

WHEREAS, the Company receives and owns and will receive and own from time to time certain receivables or payments due from the State of California, San Diego County, the San Diego County Office of Education, the San Diego County Superintendent of Schools, Mountain Empire Unified School District, the Special Education Local Plan Area (“SELPA”), and/or the United States federal government (in each case, the “Payor”).

WHEREAS, the Company instructs the Payor, pursuant to the Payor’s policies and procedures, as to the location and manner of payment of the Company’s receivables.

RESOLVED: That the Board deems it to be in the best interests of the Company to authorize the Company to sell receivables and payments (the “Receivables”) to Charter School Capital, Inc. (“CSC”) at a discount to face value in an amount not to exceed the lesser of (i) \$12,000,000.00 of gross receivables value and (ii) \$10,000,000.00 of initial purchase (face value).

RESOLVED FURTHER: That the Company is authorized and directed to sell the Receivables to CSC from time to time pursuant to one or more Receivables Purchase Agreements and related Terms Letters between the Company and CSC, substantially in the form reviewed by the Board, with such changes thereto consistent with these resolutions as an Authorized Officer of the Company shall approve, and including any amendments, supplements or modifications to the foregoing consistent with these resolutions as an Authorized Officer of the Company shall approve from time to time.

RESOLVED FURTHER: That each of Tom Krzmarzick, as Board President; Ronald Jackson, as Board Treasurer; and Brent Woodard, as Chief Executive Officer (such persons and their duly elected and qualified successors, the “Authorized Officers”) is authorized and directed to execute and deliver, on behalf of the Company, the Receivables Purchase Agreements, the Terms Letters, the Paying Agency Agreements and/or Account Control Agreements, and subject to the limitations set forth herein, such other agreements and other documents and instruments as may be necessary or desirable

to effectuate the sale of Receivables contemplated hereby, including, without limitation, agreements or documents as may be necessary to facilitate the sale of Receivables by CSC to an affiliate or third party to finance its purchase of the Receivables, and further including, without limitation, such amendments, supplements or other modifications to any or all of the documents described in this paragraph and consistent with these resolutions as an Authorized Officer of the Company shall approve from time to time.

RESOLVED FURTHER: That the Board of the Company deems it to be in the best interests of the Company to instruct the Payor, in the form provided by CSC, to make the payment of all revenues of the Company administered and paid by the Payor in the manner described in the applicable Receivables Purchase Agreement, the Terms Letter, Paying Agency Agreement and/or Account Control Agreements.

RESOLVED FURTHER: That any two Authorized Officers will execute instructions to the Payor, in the form provided by CSC, directing the payment of all revenues of the Company in the manner described in the Receivables Purchase Agreement, the Terms Letter, the Paying Agency Agreement and/or Account Control Agreements.

RESOLVED FURTHER: That the instructions described in the immediately preceding paragraph will not be altered in any manner nor any other instructions substituted in their place without the prior written approval of the two Authorized Officers and without the express written consent of CSC and that the Payor is to disregard any change in disbursement instructions that are not counter-signed by such two Authorized Officers and CSC.

RESOLVED FURTHER: That the Authorized Officers are, and each of them is, hereby authorized and directed, on behalf and in the name of the Company and subject to the limitations set forth herein, to make all such arrangements, to do and perform all such acts and things, and to execute and deliver all such instruments, certificates and other documents as he or she may deem necessary or appropriate in order to effectuate fully the purpose of each and all of the foregoing resolutions and the transactions contemplated thereby (hereby ratifying and confirming any and all actions taken heretofore and hereafter by such officers to accomplish such purposes).

The foregoing resolutions were passed by a vote of the Board of Directors and adopted at the meeting of the Board of Directors of the Company on the date referred to above, by the following vote:

Ayes:            \_\_3\_\_

Nays:             \_\_0\_\_

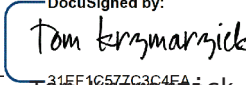
Absent:          \_\_0\_\_

Abstain:         \_\_0\_\_

\* \* \*

The undersigned certifies further that the foregoing resolutions have not been modified, amended or rescinded and are in full force and effect as of the date hereof.

**ELITE ACADEMIC ACADEMY-MOUNTAIN  
EMPIRE**

By:  \_\_\_\_\_  
Name: Tom Krzmarzick  
Title: President of the Board  
Date: 5/9/2019



**Elite Academic Academy  
Approval for Overnight Field Trip**

**Group or Student Grade Levels:**     K -12    

**Teacher:**     Tom Olson    

**Place of Overnight Trip:**     Falcon Group Campsite - Cleveland National Forest    

*Physical Address:* Main Divide Truck Trail, Lake Elsinore, CA 92530

**Purpose of Activity/Specific Learning Standards:**

**Community Building & Student Comradery** - provide an opportunity for students to connect in-person in a healthy and safe outdoor environment. Allow parents to network and offer a space for student-educator relationships to form through nature-based activities.

**Nature Connection & Promote Physical/Mental Well-being** - provide activities and lessons that teach families about the natural world including native plants, natural medicines, geography/geology, fire building & safety, etc. Discuss the importance of spending time in nature and how mindfulness can improve one's physical and mental health.

**CTE Hospitality, Tourism & Recreation Standards C12.0** Demonstrate an understanding of the value of recreation and the fundamentals of recreational facilities and services. C12.1 Recognize the variety of parklands, wilderness areas, and waterways available for recreation. C12.2 Explain the outdoor recreational opportunities that promote physical and mental health.

**Day(s) of Visit:**     March 29-30th    

**Departure Time/Location:**     March 29th: 12:00 pm - Falcon Group Site    

**Campsite**     Falcon Group Campsite - Cleveland National Forest    

**Return Time/Location:**     March 30th: 12:00 pm - Falcon Group Site    

**Number of Students:**     Up to 70 (including parents)    

**Number of Chaperones:**     5 Elite Chaperones    

**Cost to Students:**     \$10/camper    

- Educational Funds Used**  
 **Out of Pocket Expense**

Board Approval Date:



**Elite Academic Academy  
Approval for Overnight Field Trip**

**Attachments:**

- Invoice
- Field Trip Form
- Itinerary
- Other

**Teacher Signature:** Tom Olson **Date:** 2/13/2023

**Chief Student Development Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

|  |                          |
|--|--------------------------|
| <b>Site: 1L, Loop: Lupe</b>  |                          |
| Falcon Group   |                          |
| Check In   | Check Out                |
| <b>Wed, Mar 29, 2023</b>   | <b>Thu, Mar 30, 2023</b> |
| <hr/>  |                          |
| Use Fee (1 night)  | \$75.00                  |
| Reservation Fee  | \$8.00                   |
| <b>Subtotal</b>  | <b>\$83.00</b>           |
| <b>Site: 1Y, Loop: Yarr</b>  |                          |
| Falcon Group   |                          |
| Check In   | Check Out                |
| <b>Wed, Mar 29, 2023</b>   | <b>Thu, Mar 30, 2023</b> |
| <hr/>  |                          |
| Use Fee (1 night)  | \$120.00                 |
| Reservation Fee  | \$8.00                   |
| <b>Subtotal</b>  | <b>\$128.00</b>          |
| <b>Total Cost</b>  | <b>211.00</b>            |
| <div style="text-align: center; background-color: #2c5e8c; color: white; padding: 10px; border-radius: 5px;">Proceed to Cart</div> |                          |

Board Approval Date:



## *Mountain Empire*

# EMPLOYEE HANDBOOK

*Pending Board Approval*



## Mountain Empire

WELCOME!

Welcome to Elite Academic Academy – Mountain Empire (hereinafter referred to as the “Organization”). Our success depends upon creating an environment where all employees feel safe and secure. Thus, it is important that all staff members understand our policies and procedures. This handbook is intended to help familiarize you with them, as you are required to comply with all applicable policies in this handbook. We encourage you to use this handbook as a valuable resource for understanding our organization.

If you have questions regarding this employee handbook, your employment, or anything contained in these policies, please speak with your supervisor or the Human Resources Department.

Our best wishes to you; and thank you for joining our team and helping us to provide exceptional educational programs and opportunities.

*Pending Board Approval*

# Contents

|  |    |
|--|----|
| <b>SECTION 1 - INTRODUCTORY POLICIES</b> .....                                 | 8  |
| <b>1.1 The Purpose of this Handbook</b> .....                                  | 8  |
| <b>1.2 Integration Clause/Right to Revise</b> .....                            | 8  |
| <b>1.3 Equal Employment Opportunity</b> .....                                  | 9  |
| <b>1.4 Reasonable Accommodation</b> .....                                      | 10 |
| <b>1.5 At-Will Employment Status</b> .....                                     | 13 |
| <b>1.6 Harassment, Discrimination, and Retaliation Prevention Policy</b> ..... | 13 |
| <b>1.7 Respect and Anti-Bullying</b> .....                                     | 17 |
| <b>1.8 Gender Identity And Gender Expression In The Workplace</b> .....        | 19 |
| <b>1.9 Employment Application, Background, and Reference Checks</b> .....      | 22 |
| <b>1.10 Employment Eligibility Verification</b> .....                          | 23 |
| <b>1.11 Electronic Signature Policy</b> .....                                  | 23 |
| <b>SECTION 2 - EMPLOYMENT POLICIES AND PRACTICES</b> .....                     | 23 |
| <b>2.1 Employee Classifications</b> .....                                      | 23 |
| <b>2.2 Non-Exempt and Exempt Employees</b> .....                               | 25 |
| <b>2.3 Work Week</b> .....   | 25 |
| <b>2.4 Work Schedule</b> .....   | 25 |
| <b>2.5 Job Descriptions</b> .....  | 25 |
| <b>2.6 Remote Work Policy</b> .....  | 26 |
| <b>2.7 Performance Assessment and Employee Development</b> .....               | 29 |
| <b>2.8 Meal and Rest Periods</b> .....   | 29 |
| <b>2.9 Timekeeping Requirements</b> .....                                      | 31 |
| <b>2.10 Payment of Wages</b> .....   | 31 |
| <b>2.11 Payroll Direct Deposit</b> .....                                       | 32 |
| <b>2.12 Overtime Work Hours</b> .....  | 32 |
| <b>2.13 Overtime Pay</b> .....   | 33 |
| <b>2.14 Double Time Work Hours and Pay</b> .....                               | 33 |
| <b>2.15 Wage Garnishments</b> .....  | 34 |
| <b>2.16 Payroll Deductions</b> .....   | 34 |
| <b>2.17 Compensation Philosophy</b> .....                                      | 35 |

*Pending Board Approval*

*Please note that this handbook is confidential and proprietary and must not be circulated or disclosed to third parties at any time during or after your employment with the organization.*



|  |  |           |
|--|--|-----------|
| 2.18   | Expense Reimbursement.....   | 35        |
| 2.19   | Pay Deductions For Exempt Employees.....                                   | 36        |
| 2.20   | Access to Employment Records .....   | 37        |
| 2.21   | Personal Information .....   | 37        |
| 2.22   | Nepotism Policy .....  | 38        |
| 2.23   | Reference Requests.....  | 39        |
| 2.24   | Open-Door Policy .....   | 39        |
| 2.25   | Outside Employment.....  | 39        |
| 2.26   | Conflicts Of Interest.....   | 40        |
| 2.27   | Voluntary Separation of Employment.....                                    | 41        |
| 2.28   | Request for Notice of Resignation.....                                     | 41        |
| 2.29   | Involuntary Separation.....  | 41        |
| 2.30   | Return of Property and Deletion of Data On Personal Devices .....          | 41        |
| 2.31   | Employee Discipline .....  | 42        |
| 2.32   | Reduction in Force .....   | 42        |
| 2.33   | Final Pay .....  | 43        |
| 2.34   | Exit Interview .....   | 43        |
| 2.35   | Re-Employment.....   | 43        |
| <b>SECTION 3 - STANDARDS OF CONDUCT.....</b> |  | <b>44</b> |
| 3.1  | Prohibited Conduct.....  | 44        |
| 3.2  | Professional Boundaries.....   | 45        |
| 3.3  | Social Media.....  | 48        |
| 3.4  | Electronic Communications.....   | 50        |
| 3.5  | Complaint Procedures .....   | 51        |
| 3.6  | Whistleblower Policy.....  | 52        |
| 3.7  | Violence-Free Workplace .....  | 53        |
| 3.8  | Reporting Violent Behavior.....  | 53        |
| 3.9  | Drug and Alcohol-Free Workplace.....                                       | 54        |
| 3.10   | Alcohol at Organization-Sponsored Events and on Organization Premises..... | 56        |
| 3.11   | Employment Testing and Health Examinations .....                           | 56        |
| 3.12   | Reasonable Suspicion .....   | 57        |

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|                                    |  |           |
|------------------------------------|--|-----------|
| 3.13                               | Reporting Substance Abuse.....                 | 57        |
| 3.14                               | Attendance .....                               | 57        |
| 3.15                               | Absences .....                                 | 58        |
| 3.16                               | Tardiness.....                                 | 58        |
| 3.17                               | Excessive Absenteeism and Tardiness.....       | 59        |
| 3.18                               | Failure to Report an Absence.....              | 59        |
| 3.19                               | Grooming and Attire.....                       | 59        |
| 3.20                               | Customer Relations .....                       | 60        |
| 3.21                               | Confidentiality .....                          | 61        |
| 3.22                               | Business Ethics and Conduct Policy .....       | 62        |
| <b>SECTION 4 - OPERATIONS.....</b> |  | <b>63</b> |
| 4.1                                | Inclement Weather .....                        | 63        |
| 4.2                                | Security and Safety.....                       | 63        |
| 4.3                                | Restraining Orders and Domestic Violence ..... | 64        |
| 4.4                                | Workplace Safety .....                         | 64        |
| 4.5                                | Communicable Illness .....                     | 65        |
| 4.6                                | Safety Suggestions .....                       | 66        |
| 4.7                                | Safety Equipment .....                         | 66        |
| 4.8                                | On-The-Job Injuries .....                      | 66        |
| 4.9                                | Workers' Compensation Insurance.....           | 66        |
| 4.10                               | Ergonomics .....                               | 67        |
| 4.11                               | Workplace Smoking Ban.....                     | 67        |
| 4.12                               | Housekeeping.....                              | 67        |
| 4.13                               | Solicitations .....                            | 68        |
| 4.14                               | Conducting Personal Business .....             | 68        |
| 4.15                               | Organization Property.....                     | 68        |
| 4.16                               | Return of Organization Property.....           | 69        |
| 4.17                               | Personal Property/Employee Property.....       | 69        |
| 4.18                               | Searches and Inspections .....                 | 69        |
| 4.19                               | Organization Equipment and Technology .....    | 72        |
| 4.20                               | Internet Usage.....                            | 74        |

*Pending Board Approval*

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|  |   |           |
|--|---|-----------|
| 4.21   | Employee Emails .....   | 76        |
| 4.22   | Personal Use of Organization Telephones.....  | 76        |
| 4.23   | Cell Phone Usage.....   | 76        |
| 4.24   | Use of Personal Cell Phones and Pagers.....   | 77        |
| 4.25   | Keys and Key Cards.....   | 78        |
| 4.26   | Media.....  | 78        |
| 4.27   | Publicity.....  | 79        |
| 4.28   | Internal Communication.....   | 79        |
| 4.29   | Business Travel and Use of Organization Vehicles .....  | 79        |
| 4.30   | Outside Use of Organization-Provided Equipment.....   | 81        |
| 4.31   | Organization-Sponsored Social and Recreational Activities .....   | 81        |
| <b>SECTION 5 - EMPLOYEE BENEFITS .....</b>                                   |   | <b>82</b> |
| 5.1  | Eligibility .....   | 82        |
| 5.2  | Vacation Time.....  | 82        |
| 5.3  | Sick Time.....  | 83        |
| 5.4  | Paid Holidays and “Non-contract” Days.....  | 86        |
| 5.5  | Insurance Benefits.....   | 86        |
| 5.6  | State Disability Insurance (SDI).....   | 87        |
| 5.7  | Paid Family Leave .....   | 88        |
| 5.8  | COBRA/Cal-COBRA.....  | 88        |
| 5.9  | Health and Wellness.....  | 88        |
| 5.10   | Retirement Savings Plan.....  | 89        |
| <b>SECTION 6 - LEAVE OF ABSENCE AND MISCELLANEOUS REQUEST FOR TIME OFF .</b> |   | <b>89</b> |
| 6.1  | Leaves of Absence.....  | 89        |
| 6.2  | Family and Medical Leave of Absence .....   | 91        |
| 6.3  | General Medical Leave .....   | 99        |
| 6.4  | Personal Leave.....   | 101       |
| 6.5  | Personal Leave To Obtain Services Due to Domestic Violence, Sexual Assault, Stalking, or Other Crimes ..... | 101       |
| 6.6  | Personal Leave to Attend Court Proceedings or Seek Relief if a Victim of a Crime.....                       | 102       |
| 6.7  | Pregnancy Disability Leave .....  | 103       |
| 6.8  | Organ and Bone Marrow Donor Paid Leave.....   | 106       |

*Pending Board Approval*

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|   |   |     |
|---|---|-----|
| 6.9   | Military Leave .....  | 108 |
| 6.10  | Leave For Spouses Of Qualified Military.....                                | 109 |
| 6.11  | Unpaid Family-School Partnership Leave .....                                | 109 |
| 6.12  | Jury Duty/Witness Leave.....  | 110 |
| 6.13  | Bereavement Leave .....   | 110 |
| 6.14  | Time Off for School Appearance or to Attend Child’s School Discipline ..... | 111 |
| 6.15  | Time Off for Civil Air Patrol.....  | 111 |
| 6.16  | Voting .....  | 112 |
| 6.17  | Volunteer Civil Service Leave / Emergency Responder .....                   | 112 |
| <b>SECTION 7 - TITLE IX SEXUAL DISCRIMINATION POLICY AND GRIEVANCE PROCESS</b><br>..... |   | 114 |
| <b>ACKNOWLEDGEMENT OF RECEIPT OF HANDBOOK AND COMPLIANCE WITH HANDBOOK</b> .....        |   | 122 |
| <b>Appendix A - MEAL &amp; REST PERIOD ACKNOWLEDGMENT</b> .....                         |   | 124 |
| <b>Appendix B - ELECTRONIC SIGNATURE POLICY ACKNOWLEDGEMENT</b> .....                   |   | 126 |

*Pending Board Approval*

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## SECTION 1 -

## INTRODUCTORY POLICIES

### 1.1 The Purpose of this Handbook

The Employee Handbook (hereinafter referred to as “Handbook”) is designed to acquaint you with the Organization and provide you with information about working conditions, employee benefits, and some of the policies affecting employment. You must read, understand, and comply with all the provisions of this Handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the Organization to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

These policies are not meant to explain every employment situation but contain guidelines as to many employment situations. Failure to follow these guidelines or other policies, procedures, and rules contained in this Handbook can result in discipline, up to and including discharge.

The Board of Directors may change any policy, procedure, rule, or benefit affecting the Organization’s operations at any time with notice to employees. The only exception is that the policy of at-will employment cannot be altered except by a written document signed by the Chief Executive Officer of the Organization.

This Handbook is not intended to create any contractual guarantees of employment for anyone employed by the Organization. Employment at the Organization is *at-will* and may be terminated at the will of either the Organization or the employee. Any employee has the right to terminate employment at any time, with or without cause or notice. Likewise, the Organization may terminate the employee’s employment at any time, with or without cause or notice. An employee’s status as an *at-will* Employee may not be changed except in writing signed by the Chief Executive Officer of the Organization. All representations by any manager or other employee of the Organization that conflict in any way with anything set forth in this Handbook are invalid unless specifically agreed to in writing by the Chief Executive Officer of the Organization. At-will employment is the sole and entire arrangement between the Organization and its employees concerning the duration of employment and the circumstances under which employment may be terminated by either party.

If anything in this Handbook is not compliant with current or future federal, state, or local law, the policies herein will be deemed altered only to the degree necessary to bring the policies into compliance with then-current law.

### 1.2 Integration Clause/Right to Revise

This Handbook contains the employment policies and practices of the Organization in effect at the time of distribution. All previously issued handbooks and any inconsistent policy statements, or memoranda are superseded.

*Pending Board Approval*

The Organization reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this Handbook or in any other document except for the Organization's policy on at-will employment which may only be changed in writing signed by the Chief Executive Officer of the Organization.

Any written changes to this Handbook will be distributed to all employees either in writing or an electronic format so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this Handbook.

This Handbook sets forth the entire agreement between you and the Organization as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this Handbook or in any other employee document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

### **1.3 Equal Employment Opportunity**

The Organization is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available employees in every position.

Organization policy prohibits unlawful discrimination based on actual or perceived race (including natural hairstyle and hair texture), color, creed, gender, gender identity, gender expression, transgender status, pregnancy or related medical conditions, childbirth or related medical conditions, breastfeeding or related medical conditions, religion, including religious dress and grooming practices, marital status, registered domestic partner status, military and veteran status, age (40 and above), reproductive health decisions, national origin or ancestry, including language use and possession of a driver's license, citizenship, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristics, genetic information, sexual orientation, status as a victim of crime, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, an employer-required drug screening test that detects non-psychoactive cannabis metabolites in hair, blood, urine, or other bodily fluids, or any other consideration made unlawful by federal, state, or local law. The Organization also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics.

The Organization is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Organization operations, including applicants, volunteers, and interns, and prohibits unlawful discrimination by any employee of the Organization, including supervisors and coworkers.

*Pending Board Approval*

## 1.4 Reasonable Accommodation

### Religious Accommodation

We will make reasonable accommodation for bona fide religious practices, including religious attire and grooming, unless this causes the Organization undue hardship in accordance with applicable law. Anyone who requires a religious accommodation should contact their manager or Human Resources Department to request such an accommodation. The Organization will investigate and respond to the request. The Organization will attempt to identify reasonable accommodations and will solicit the individual's input regarding such matters. The Organization will not retaliate against anyone because they requested an accommodation of their religious beliefs, regardless of whether the accommodation is granted.

### Medical Accommodations

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Organization will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant, volunteer, intern, or an employee unless undue hardship would result.

Anyone who requires an accommodation in order to perform the essential functions of the job should contact the Human Resources Department and request such an accommodation. The Organization will investigate and respond to the request. The Organization will attempt to identify possible accommodations and will solicit the individual's input regarding such matters. If the accommodation is reasonable and will not impose an undue hardship, the Organization will make the accommodation. The Organization will not retaliate against anyone because they requested an accommodation of their disability, regardless of whether the accommodation is granted.

Where an employee is demonstrating behavior affecting his or her work performance, or raises a safety concern that management reasonably believes is being adversely affected by the employee's state of health, the Organization reserves the right to request a fitness-for-duty examination, where appropriate, that is job-related and consistent with business necessity, to make a determination whether the employee can perform the essential functions of his/her position, with or without reasonable accommodations as permitted by law.

### Drug and Alcohol Rehabilitation Accommodation

While current illegal drug or alcohol use is not a protected disability, employees who volunteer to enter an alcohol or drug rehabilitation program will be accommodated as long as the accommodation does not impose an undue hardship on the Organization. Entrance into a treatment program does not relieve an employee of the obligation to satisfy the Organization's standards regarding employee performance, and participation will not prevent the Organization from administering discipline for violation of its policies or relieve the employee of his or her responsibility to perform his or her job in a safe and efficient manner. The Organization may

*Pending Board Approval*

require any employee who has gone through substance abuse treatment to be evaluated by an Organization-selected physician before being allowed to return to work.

### Reasonable Accommodations for Victims of Domestic Violence, Sexual Assault Or Stalking

The Organization will provide reasonable accommodations for a victim of domestic violence, sexual assault, or stalking for the safety of the victim while at work, provided the accommodation does not cause the Organization undue hardship. The Organization shall engage in a timely, good faith, and interactive process with the employee to determine effective reasonable accommodations.

Reasonable accommodations may include the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone, changed work station, installed lock, assistance in documenting domestic violence, sexual assault, or stalking that occurs in the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, or stalking, or referral to a victim assistance organization.

An employee requesting a reasonable accommodation under this policy may be required to provide the Organization with a written statement signed by the employee or an individual acting on the employee's behalf, certifying that the accommodation is for an authorized purpose.

Any verbal or written statement, police or court record, or other documentation provided to the Organization identifying an employee as a victim of domestic violence, sexual assault, or stalking shall be maintained as confidential by the Organization and shall not be disclosed by the Organization except as required by federal or state law or as necessary to protect the employee's safety in the workplace. The employee shall be given notice before any authorized disclosure.

A request for a reasonable accommodation under this policy should be made to your supervisor or Human Resources. If an employee no longer needs an accommodation, the employee shall notify their supervisor or Human Resources that the accommodation is no longer needed.

The Organization shall not retaliate against a victim for requesting a reasonable accommodation, regardless of whether the request was granted.

### Lactation Accommodation

An employee who desires to express breast milk for her infant child has the right to request lactation accommodation.

The Organization will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child each time the employee has need to express milk. The Organization shall provide the employee with the use of a room or other location for the employee to express milk in private. A lactation room or location to express milk will not be a bathroom and shall be in close proximity to the employee's work area,

*Pending Board Approval*



shielded from view, and free from intrusion. The lactation room or other location to express milk will be safe, clean, and free from hazardous materials, contain a surface to place a breast pump and other personal items, contain a place to sit, and have access to electricity or alternative devices needed to operate an electric or battery-powered breast pump. The Organization will also provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's workspace.

The break time to express milk shall, if possible, run concurrently with any break time already provided to the employee. Break time to express milk that does not run concurrently with rest breaks shall be unpaid, except with regard to exempt employees as required by law.

An employee seeking a lactation accommodation may make such a request to Human Resources. Human Resources will respond to this request within two (2) days and if the Company cannot provide break time or a suitable location for the employee to express breast milk, the Company shall provide a written response to the employee explaining its reasons.

An employee who believes that the Company has violated this policy or any rights under Sections 1030, 1031, 1033, or 1034 of the California Labor Code relating to the right to express breast milk may file a complaint with the California Labor Commissioner.

#### Reasonable Accommodation for Adult Literacy Programs

The Organization will reasonably accommodate and assist any employee who reveals a problem of illiteracy and requests employer assistance in enrolling in an adult literacy education program provided that this reasonable accommodation does not impose an undue hardship on the employer. Employees will be required to bear the cost associated with enrollment in an adult literacy education program, but the Organization will assist the employee by providing the locations of local literacy education programs. The Organization may also arrange for a literacy education provider to visit its location(s).

An employee who wishes to reveal a problem of illiteracy and requests Organization assistance should contact the Human Resources Department. The Organization will take all reasonable steps to safeguard the employee's privacy. Employees may use accrued vacation pay if available to make up for the work that is missed to attend literacy classes.

#### Reporting Process:

If you believe you have been subjected to any form of unlawful discrimination, submit a written complaint to your supervisor or the Human Resources Department. Your complaint should be specific and should include the names of the individuals involved, the names of any witnesses, and the timeline surrounding the activity. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact the Human Resources Department. The Organization will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation.

*Pending Board Approval*

If the Organization determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. The Organization will not retaliate against you for filing a good faith complaint or for providing information in the investigation of any complaint and will not knowingly permit retaliation by management employees or your coworkers.

## **1.5 At-Will Employment Status**

All employees of the Organization are employed on an at-will basis. Employment at-will may be terminated with or without cause, with or without notice, and at any time by the employee or the Organization. Nothing in this Handbook shall limit the right to terminate at-will employment. No manager, supervisor, or employee of the Organization has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the Chief Executive Officer has the authority to make any such agreement, which is binding only if it is in writing.

## **1.6 Harassment, Discrimination, and Retaliation Prevention Policy**

### Policy Against Harassment, Discrimination, And Retaliation

The Organization is committed to providing a work environment free of unlawful harassment, discrimination, intimidation, or retaliation. Harassment based on race (including natural hair style and hair texture), color, creed, gender, gender identity, gender expression, transgender status, pregnancy or related medical conditions, childbirth or related medical conditions, breastfeeding or related medical conditions, religion, including religious dress and grooming practices, marital status, registered domestic partner status, military and veteran status, age (40 and above), reproductive health decisions, national origin or ancestry, including language use and possession of a driver's license, citizenship, physical or mental disability, perceived disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristics, genetic information, sexual orientation, status as a victim of crime, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, an employer-required drug screening test that detects non-psychoactive cannabis metabolites in hair, blood, urine, or other bodily fluids, or any other basis protected by federal, state or local law or ordinance or regulation or any other proscribed factors or personal attributes ("Protected Categories") will not be tolerated by the Organization.

In addition, the Organization prohibits retaliation against a person who engages in activities protected under this policy. Reporting, or assisting in reporting, suspected violations of this policy and cooperating in investigations or proceedings arising out of a violation of this policy are protected activities under this policy.

*Pending Board Approval*

Everyone at our Organization is expected to assume responsibility for maintaining a work environment that is free from harassment, discrimination, and retaliation. Employees are encouraged to promptly report conduct that they believe violates this policy so that we have an opportunity to address and resolve any concerns. We are committed to responding to alleged violations of this policy in a timely and fair manner and to taking appropriate action aimed at ending the prohibited conduct.

### Scope of Protection

This policy applies to all persons involved in the operation of the Organization and prohibits unlawful harassment, discrimination, or retaliation by any employee of the Organization, including supervisors and managers, as well as vendors, customers (students and parents), volunteers and any other persons with whom employees come into contact. It is the policy of the Organization to also prohibit unlawful harassment based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics.

### Training

The Organization provides Harassment Prevention Training including prevention of abusive conduct, in accordance with State law.

### Discrimination

As used in this policy, discrimination is defined as the unequal treatment in any aspect of employment, including discrimination based solely or in part on the employee's, or applicant's, Protected Category. Discrimination may include, but is not necessarily limited to: hostile or demeaning behavior towards applicants or employees because of their Protected Category; allowing the applicant's or employee's Protected Category to be a factor in hiring, promotion, compensation or other employment related decisions unless otherwise permitted by applicable law, and providing unwarranted assistance or withholding work-related assistance, cooperation, and/or information to applicants or employees because of their Protected Category.

### Harassment

As used in this policy, harassment is defined as disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on any of the Protected Categories listed above. Harassment can be verbal (such as slurs, jokes, insults, epithets, gestures, or teasing), visual (such as the posting or distribution of offensive posters, symbols, cartoons, drawings, computer displays, or emails), or physical conduct (such as physically threatening another person, blocking someone's way, making physical contact in an unwelcome manner, etc.).

### Sexual Harassment

As used in this policy, sexual harassment is defined as harassment based on sex or conduct

*Pending Board Approval*

of a sexual nature, and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Harassment can also include offensive remarks about a person's sex. For example, it is illegal to harass a woman by making offensive comments about women in general. Both victim and the harasser can be either a woman or a man, and the victim and harasser can be the same sex. The harasser can be the victim's supervisor, a supervisor in another area, a co-worker, or someone who is not an employee of the employer, such as a client or customer.

Sexual harassment includes many forms of offensive behavior. The following is a partial list of the types of behavior that could constitute sexual harassment and is prohibited:

- Verbal harassment such as derogatory comments or slurs, comments about an individual's body, use of sexually degrading words, suggestive or offensive notes, letters, or invitations;
- Physical harassment such as any touching of another, assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual;
- Visual forms of harassment, such as sexual gestures, displaying derogatory posters, cartoons or drawings that are offensive;
- Requests for sexual favors or unwanted sexual advances; and
- Any other conduct that unreasonably interferes with the performance of the job or that creates an intimidating, hostile or offensive working environment.

Conduct similar to that described above, which is based upon or motivated by any Protected Category, is also prohibited and will not be tolerated.

### Retaliation

As used in this policy, retaliation is defined as any adverse employment action taken against an employee because the employee engaged in a protected activity. Protected activities may include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and/or cooperating in investigations or proceedings arising out of a violation of this policy. Adverse employment action is conduct or an action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action when considered in the totality of the circumstances.

*Pending Board Approval*

Examples of retaliation under this policy include but are not limited to: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; harassing another employee for filing a complaint; denying employment opportunities because of making a complaint or for cooperating in an investigation; changing someone's work assignments for identifying harassment or other forms of discrimination in the workplace; treating people differently such as denying an accommodation; or not talking to an employee when otherwise required by job duties, or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

#### Reporting Violations of this Policy:

Anyone who is subjected to or witnesses behavior that they believe violates this policy is encouraged, if they feel comfortable doing so, to immediately tell the offending individual that the behavior is inappropriate and to stop the behavior. The individual should also report the alleged violation to their supervisor or the Human Resources Department of the Organization immediately after the incident. If the alleged offender is the employee's supervisor or manager, the employee should report the conduct to any other supervisor, manager, or the Human Resources Department. You will be asked to provide details of the incident or incidents, names of individuals involved and names of any witnesses. If you prefer to make a complaint in person, contact the Human Resources Department. The Organization wants you to use these procedures so that you can help us put a stop to unlawful discrimination and harassment.

Supervisors who observe harassing conduct or who receive a report or other information regarding alleged unlawful harassment should immediately refer all harassment complaints to the Human Resources Department of the Organization.

Anonymous complaints will also be investigated. The method will depend on the details provided in the anonymous complaint.

The reported matter will be promptly and thoroughly investigated by qualified personnel in a timely and impartial manner and the investigation will be documented and tracked. To the extent possible, the Organization will endeavor to keep the reporting of the concerns confidential; however, complete confidentiality cannot be guaranteed when it interferes with the Organization's ability to fulfill its obligations under this policy. It is the obligation of all employees, volunteers, or interns to cooperate fully in the internal investigation process.

After reviewing all the evidence, a timely determination will be made concerning whether reasonable grounds exist to believe that discrimination, retaliation and/or harassment has occurred. If the investigation determines that prohibited discrimination, retaliation, harassment, or other conduct which violates the Organization's policy has occurred, the Organization will take disciplinary action against those who engaged in the misconduct, up to and including termination of employment, and appropriate action will be taken to remedy the injury, if any, to the employee subjected to the misconduct. If appropriate, the Human Resources Department will advise all parties concerned of the results of the investigation. The Organization will not retaliate

*Pending Board Approval*

against you for filing a good faith complaint or for cooperating in providing information in the investigation of any complaint, and will not tolerate or permit retaliation by management, employees, or co-workers.

In addition, disciplinary action will be taken against anyone who attempts to discourage or prevent another from bringing harassment, retaliation, or discrimination to the attention of management. The Organization wants to assure all of its employees, volunteers, and interns that measures will be undertaken to protect those who complain about harassment and/or discrimination from any further acts of harassment, discrimination, coercion or intimidation, and from retaliation due to their reporting in good faith an incident of this type or participating in an investigation or proceeding concerning the alleged harassment, retaliation, or discrimination.

### Filing Complaints Outside Our Organization

The Organization encourages all employees to report any incidents forbidden by this policy immediately so that complaints can be timely, fair, and completely resolved. If any employee, volunteer, or intern believes that the above procedure has not resolved his or her situation, that person may contact the California Department of Fair Employment and Housing ("DFEH") or the federal Equal Employment Opportunity Commission ("EEOC") to file a claim. The DFEH and EEOC serve as neutral fact-finders and will attempt to assist the parties to voluntarily resolve their disputes. In the event that the DFEH or EEOC is unable to obtain voluntary resolution and finds that harassment or discrimination has occurred, the DFEH and the EEOC may award reinstatement or monetary damages. To obtain the telephone number for the most convenient EEOC office, call 800-669-4000. For the most convenient DFEH office, call 800-884-1684.

## **1.7 Respect and Anti-Bullying**

The Organization believes that all employees should be treated with respect in the workplace. It is the commitment of the Organization and its management to ensure this place of work is free from negative and aggressive behaviors, and that the work environment is aimed at providing high quality products/services in an atmosphere of respect, collaboration, safety, and equality. All employees have the right to be treated with dignity and respect.

### Workplace Bullying Prohibited

Workplace bullying by anyone working for the Organization or on its behalf toward any employee is strictly prohibited. Any employee engaging in workplace bullying may be subject to discipline, up to and including termination.

### Workplace Bullying Defined

Workplace bullying, also known as abusive conduct, is malicious conduct that a reasonable person would find hostile, offensive, and unrelated to a legitimate business interest.

*Pending Board Approval*

Examples of workplace bullying behaviors may include, but are not limited to:

- Repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets;
- Verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating;
- Inappropriate gestures or visual staring;
- Excessive yelling, repeated emotional outbursts, berating others, using a harsh tone of voice;
- Talking down to others;
- Criticizing or pointing out mistakes to others in front of a group or using a condescending tone;
- Social exclusion or ostracism, ignoring others, silent treatment;
- Gratuitous sabotage or undermining another's work performance, for example by giving impossible to meet deadlines or workloads;
- Withholding pertinent work-related information or undermining another's work by not giving them enough information to do what is required of them;
- Gossiping or spreading rumors;
- Manipulating a person's job content or unwarranted removal of core responsibilities;
- Making threats; using intimidating tactics; and
- Making humiliating or degrading remarks about a person online (i.e., cyberbullying).

These types of behaviors are well recognized as having damaging consequences for their recipients, the observers of the behavior, and the company as a whole and are therefore not tolerated.

#### Acceptable and Healthy Workplace Behaviors

Acceptable and healthy workplace behaviors are any behaviors that promote respect, positivity and civility in our workplace. They include, but are not limited to:

- Using respectful, supportive, and encouraging language in all interactions, no matter the

*Pending Board Approval*

subject of conversation;

- Offering your thoughts or disagreements on an issue politely;
- Being open to innovative and creative ideas, even if they seem impossible to achieve at first listen;
- Giving peers direct, constructive feedback that is solution-oriented;
- Expressing appreciation when a peer does something correctly and in a timely manner;
- Approaching conflict with maturity and true desire for resolution, rather than as a fight or opportunity to belittle a co-worker; and
- Maintaining a positive attitude, even when you are having a bad day, with managers, peers, subordinates and customers.

### Training

As part of its commitment to encouraging positive and healthy behaviors, the Organization has established training on workplace bullying for all employees and managers. Training is included as part of the Company's harassment and discrimination training.

### Reporting Complaints

Any employee who feels that he or she has experienced conduct that he or she reasonably believes violates this policy should report his/her complaint(s) to a supervisor or Human Resources.

Where appropriate, an investigation will be undertaken, and disciplinary action will be taken. The objective of the investigation is to ascertain whether or not the behaviors complained of occurred, and therefore will include interviewing the person complained of, witnesses, managers and any other party that may be involved with or had witness to the alleged behaviors. The investigation will be conducted thoroughly, objectively, with sensitivity and utmost confidentiality, and with due respect for the rights of both the complainant and the alleged aggressor. The investigation will be completed as quickly as possible.

Upon completion of the investigation, the Organization will decide what, if any, action will be taken.

## **1.8 Gender Identity And Gender Expression In The Workplace**

As stated in our Harassment, Discrimination, And Retaliation Prevention Policy, we are an equal opportunity employer and are committed to providing a safe, supportive, and productive work environment that is free from discrimination, retaliation, and harassment. We will not

*Pending Board Approval*



tolerate any kind of discrimination, retaliation, or harassment, including discrimination or harassment based on an individual's gender identity or gender expression, including transitioning.

In furtherance of this commitment, the Organization has adopted this policy to address important issues and guidelines pertinent to gender identity and expression, including a plan for employees transitioning in the workplace that fully recognizes the employee's gender presentation and also maximizes privacy.

We cannot anticipate every situation that might occur with respect to transgender or transitioning employees, and many of those needs must be assessed on an individualized basis. In all situations, however, our goal is to ensure the safety, comfort, and inclusion of all employees, maximize workplace integration and minimize stigmatization.

Anyone who is subjected to or witnesses possible unlawful discrimination, retaliation, or harassment based on any protected characteristic, or perceived protected characteristic, must follow the complaint procedures set forth in our Harassment, Discrimination, And Retaliation Prevention Policy.

#### Guidelines for Transitioning in the Workplace

The Organization will not discriminate against an individual because the employee is transitioning, has transitioned, or is perceived to be transitioning. The Organization will work with each transitioning employee individually to assist in a successful workplace transition. Transitioning employees should first meet with the Human Resources Department in order to make them aware of the upcoming transition. If the employee's preferred point of contact is not Human Resources, Human Resources can work directly with the employee's preferred point of contact to ensure the employee is aware of the Organization's transgender-related policies and guidelines.

From there, a meeting will be held with the transitioning employee and their supervisor – and others, if requested by the transitioning employee – to ensure the supervisor is aware of the transition, understands what needs to be done in order to fully support the employee in the process, and is familiar with our policies and any other resources that provide relevant educational information.

During this process, Human Resources will work simultaneously with the transitioning employee to determine what updates should be made in advance of the transition to the transitioning employee's name, records, photographs, emails, etc. and when those changes can be made. The transitioning employee should also advise Human Resources of any time off that may be needed for pre-scheduled medical procedures.

#### Privacy

All Organization employees have the right to discuss their gender identity or transition process openly, or to keep that information private. Information about an employee's gender

*Pending Board Approval*

status (such as the sex they were assigned at birth) can constitute confidential medical information under privacy laws like HIPAA. Management, Human Resources, and coworkers should not disclose information that may reveal an employee's transgender status or gender presentation to others. That kind of personal or confidential information may only be shared with the employee's consent and with coworkers who truly "need-to-know" in order to do their jobs.

### Preferred Names and Pronouns

All Organization employees have the right to be addressed by a preferred gender, name, or pronoun, including gender-neutral pronouns. A court-ordered name or gender change is not required. Managers, supervisors, and coworkers are required to abide by this policy. The intentional or persistent refusal to respect an employee's preferred name and pronoun (for example, intentionally referring to the employee by a name or pronoun that does not correspond to the employee's gender identity) can constitute harassment and is a violation of our policies. If you are unsure what pronoun a transgender or transitioning coworker might prefer, you can politely ask your coworker how they would like to be addressed. Dress Codes

The Organization does not have dress codes that restrict an employees' clothing or appearance on the basis of gender. Transgender and transitioning employees have the right to dress in a manner consistent with their gender identity or gender expression. We will not impose upon any applicant or employee any physical appearance, grooming, or dress standard which is inconsistent with the individual's gender identity or gender expression, unless there is a business necessity.

### Internal Recordkeeping

As noted above, the Organization will change an employee's official record to reflect a change in name or gender upon request from the employee. Certain types of records, like those relating to retirement accounts, may require a legal name change before the person's name can be changed. Most records, however, can be changed to reflect a person's preferred name without proof of a legal name change. Official records will also be changed to reflect the employee's new name and gender upon the employee's request.

The Organization will make every effort to update any photographs at the employee's request, so the employee's gender identity and expression are represented accurately.

If a new or transitioning employee has questions about company records or ID documents, the employee should contact Human Resources.

### Safe and Equal Access to Facilities

All Organization employees have a right to safe and appropriate restroom facilities, regardless of sex. Employees are permitted to use facilities that correspond to the employee's gender identity or gender expression, regardless of the employee's assigned sex at birth. "Facility" is broader than bathrooms and includes other types of company facilities including locker rooms with showers. For instance, transgender women are permitted to use the women's

*Pending Board Approval*

restroom, and transgender men are permitted to use the men's restroom. Any employee who has a need or desire for increased privacy, regardless of the underlying reason, will be provided access to a single-stall restroom where available. No employee, however, shall be required to use such a restroom.

No manager, supervisor, employee, or any other individual can require you to provide proof of sex or gender in order to use a particular facility.

If you have any questions about this policy, please contact Human Resources.

## **1.9 Employment Application, Background, and Reference Checks**

All candidates for employment must fully complete, date and sign the standard Organization Employment Application. The Organization relies on the accuracy of the information reflected in the employment application and expects the employee and their references to provide accurate and true information during the hiring process and employment. Should the Organization subsequently discover any information is misleading, false, or was intentionally omitted, the Organization may reject an applicant from further consideration, or terminate the existing employee based upon the misinformation.

When the Organization processes an employment application and applicable signed consent release for background and reference checks, it may obtain any or all of the following information as permitted by law:

- Social Security Number Verification
- Professional References
- Educational (Degree) Verification Report
- Tuberculosis Screening or Assessment

Due to our status as a public school, working with children and youth, criminal history (i.e. Livescan screening) will be required following an employment offer, and prior to the first date of employment as permitted by law.

When a consumer credit report is requested, the Organization will provide written notice informing the applicant that a consumer credit report will be used and that the applicant may receive a free copy of the report if the employee desires by indicating that request on the notice that the Organization has provided. Should the Organization take an adverse employment action based in whole or in part on the consumer credit report, a copy of the report and a summary of your rights under the Fair Credit Reporting Act and any other applicable laws will be provided to the applicant or employee, as well as any other documents required by law. The Organization will endeavor to maintain any information received in the strictest confidence. The completed application or resume will be made part of the personnel file of those applicants accepted for employment.

*Pending Board Approval*

At this time, the Organization does not exercise its right to conduct a consumer credit report.

### **1.10 Employment Eligibility Verification**

All offers of employment are contingent on verification of your authorization to work in the United States, as required by the applicable law, including the Immigration Reform and Control Act of 1986 (“IRCA”). Upon receiving a conditional offer of employment, you will be asked to provide original documents that establish your identity and employment authorization in the United States and to sign a verification form required by federal law. These documents must be provided on your start date. If you cannot verify your right to work in the United States, the Organization may be obligated to terminate your employment.

Satisfactory clearance of a Live Scan report from the Federal or California Department of Justice, background and reference checks, and tuberculosis risk assessment or tuberculosis test, are required following an offer of employment, and prior to the starting date of employment. In addition, your employment may be contingent upon a clear California Department of Motor Vehicles record check if your position requires business travel or if you will be using a vehicle provided by the Organization.

### **1.11 Electronic Signature Policy**

The Organization is committed to encouraging a proficient and efficient workplace wherein each individual, whether applicant or employee, shall conduct his or her potential or actual employment by the use of electronic signatures. To that end, the Organization has adopted an electronic signature policy to be read and acknowledged by each applicant and employee in compliance with California’s Uniform Electronic Transaction Act (UETA, Cal. Civ. Code §§ 1633.1-1633.17). (See Appendix E for the policy and acknowledgement form.

## **SECTION 2 - EMPLOYMENT POLICIES AND PRACTICES**

### **2.1 Employee Classifications**

It is the intent of the Organization to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at-will at any time is retained by both the employee and the Organization. An employee will not change from a designated employment status to another status unless specifically informed of such a change, via a Change of Relationship contract, and/or contract addendum.

The following define the Organization’s employment categories.

*Pending Board Approval*

### Classified

Classified staff are non-certificated.

### Certificated

Certificated staff are credentialed.

### Directors

Directors are full-time staff who may be Classified or Certificated.

### Regular Full-Time

Regular full-time employees are those who are scheduled for, and perform work, at least 32 hours or more per week. A full-time employee is eligible for all benefits listed in this Handbook unless stated otherwise.

### Regular Part-Time

Regular part-time employees are those who, at the time of hire, are assigned to a regular schedule of less than thirty-two (32) hours per week. A part-time employee is not eligible for any benefits listed in this Handbook unless required by law or unless otherwise specified.

### Temporary

An employee who is hired with the understanding that they are being employed temporarily, usually relating to special projects, abnormal workloads or emergencies. A temporary employee is not eligible for any benefits listed in this Handbook unless required by law.

### Seasonal Employment

An employee designated with seasonal employment status is hired for a limited period of time or an identified work project. A seasonal employee is not eligible for any benefits listed in this Handbook unless required by law.

### Inactive Status

Employees who are on any type of unpaid leave of absence, work-related or non-work-related, will be placed on inactive status. During the time the employee is on inactive status, no vacation or sick time will be earned and will not continue to accrue except as specifically noted in this Handbook.

*Pending Board Approval*

## **2.2 Non-Exempt and Exempt Employees**

In addition to the classifications above, employees will also be classified as either “exempt” or “non-exempt” for purposes of computing overtime pay and certain other wage and hour benefits in accordance with state and federal law. For questions concerning appropriate classification, contact a supervisor or Human Resources Department.

### Non-Exempt

An employee who is covered by overtime, and certain other provisions of the Federal Fair Labor Standards Act and California wage and hour laws, is considered non-exempt. Non-exempt employees are entitled to an overtime premium in accordance with California and federal law.

### Exempt

A salaried employee, whose work duties and amount of pay exempt them from overtime, and certain other provisions of the Federal Fair Labor Standards Act and California wage and hour laws, are considered exempt.

## **2.3 Work Week**

The workweek begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday.

## **2.4 Work Schedule**

Work schedules are based on department or facility functions and individual job responsibilities. Work schedules may vary from department to department and employee to employee. The employee’s immediate supervisor shall designate hours. All schedules are subject to change and require a supervisor’s approval.

## **2.5 Job Descriptions**

Your job description will be explained during the initial interview process and throughout the course of your employment. Your position description is not designed to spell out all the duties and tasks associated with your employment; all Organization employees are expected to fulfill both essential and secondary job duties and requirements. Job Descriptions are not resolute and may change, in whole or in part, over time. Employees may be asked to perform work on special assignments in addition to normal duties. You are expected to discuss any significant changes in your functions and responsibilities with your supervisor, who has the authority to request the Human Resources Department to formalize changes in job descriptions. All changes in job descriptions must be approved by the Human Resources Department. The

*Pending Board Approval*

Organization reserves the right to change job responsibilities, transfer job positions, or assign additional job duties at any time.

## 2.6 Remote Work Policy

Elite Academic Academies (“EAA”) considers working remotely to be a viable, flexible work option when both the employee and the position are suited to such an arrangement. Working remotely may be appropriate for some employees and positions but not for others. Working remotely may also be appropriate in some circumstances, and not in other circumstances.

This Remote Work Policy outlines the guidelines for EAA employees who work from a location other than our EAA offices. It contains the terms and conditions for working remotely. It should act as a guide for both management and the employee and must be signed by the employee to acknowledge they read through and understood the details herein.

### Scope

This policy applies to all employees whose *primary* work location is not at our offices.

### Remote Work Outside of California

Remote work at EAA is only permitted in the state of California. EAA employees are not permitted to work remotely in another state, or in another country, for any period of time without pre-approval or authorization from the CEO or the board of directors. [Note: Short-term visits to other states would certainly be considered for an exception.]

If an employee is considering relocating to another state, in which EAA has already been established as a business, then the employee must immediately consult with their supervisor, as well as HR, regarding the proposed location. [Note: Currently EAA is established in Arizona, Michigan, Montana, Texas, Utah, and Washington]. Continued employment at EAA is not guaranteed for employees who relocate to another state or country.

If an employee is considering relocating to a state where EAA is not already established and would like to continue employment at EAA, again, the employee must immediately consult with their supervisor, as well as HR, regarding the proposed location. Continued employment at EAA is not guaranteed for employees who relocate to another state or country.

### Eligibility

EAA will evaluate the suitability of a remote work arrangement for each employee, reviewing the following areas:

- *Job responsibilities:* EAA will determine if the job is appropriate for a remote work arrangement.
- *Business Needs:* EAA will determine whether the remote work arrangement meets its

*Pending Board Approval*

business needs.

- *Equipment needs, workspace design considerations and scheduling issues:* EAA will review the physical workspace needs and the appropriate location for the remote work.
- *Tax and other legal implications:* EAA, in conjunction with the employee, must determine any tax or legal implications under IRS, state and local government laws, and/or restrictions of working out of a home-based office.

EAA has the authority to establish, approve, or deny work arrangements for individual employees. If EAA, in its sole discretion, agrees, then the employee will be permitted to work remotely.

### Work Expectations While Remote

Remote employees must follow the work schedules provided to them, be sure to meet deadlines, performance standards, and job requirements, uphold high-quality standards, and be responsive to their supervisors.

To ensure that employee performance will not suffer in remote work arrangements, we advise our remote employees to:

- Choose a quiet and distraction-free working space.
- Have an internet connection that's adequate for their job.
- Dedicate their full attention to their job duties during working hours.
- Adhere to break and attendance schedules agreed upon with their supervisor.
- Ensure their schedules overlap with those of their team members for as long as is necessary to complete their job duties effectively.

Employees must also be available to communicate with their supervisor and other members of management as required and appropriate for the job.

Employees who work remotely must be available to travel when required. This includes travel to EAA's primary office when necessary, regardless of the established remote work schedule. [Note: EAA provides employees with a travel and mileage stipend in this regard].

### Equipment

On a case-by-case basis, EAA will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines and other office equipment) for each remote work arrangement. EAA 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 employee must sign an inventory of all EAA property received and agree to take appropriate action to protect the items from damage, theft, or misuse. Specifically, employees must store

*Pending Board Approval*



equipment in a safe and clean space when not in use and follow all other policies related to EAA equipment as detailed in EAA's Employee Handbook.

Upon termination of employment, all EAA property must be returned to the organization, unless other arrangements have been made.

EAA provides employees with access to desktop phone service and also provides needed business-related supplies when requested and approved.

Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee.

### Security

Consistent with the organization's expectations of information security for employees working at the office as described in EAA's Employee Handbook, employees working remotely will be expected to ensure the protection of proprietary organization and student information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, locking your laptop screen when you step away from your workspace, and any other measures appropriate for the job and the environment.

### Safety

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards.

Injuries sustained by the employee in a home office location while performing his or her regular work duties are normally covered by the organization's workers' compensation policy. Employees working remotely are responsible for notifying EAA of such injuries as soon as practicable.

### Time Worked

Non-exempt employees working remotely will be required to accurately record all hours worked and strictly adhere to required rest and meal breaks using EAA's time-keeping system. Non-exempt employees must also obtain prior approval from their supervisor before working any overtime.

### Compliance with Policies

Remote employees must follow all EAA policies, including those in our Employee Handbook. All EAA policies around conduct, confidentiality, benefits, etc. continue to apply regardless of location.

*Pending Board Approval*

## Reasonable Accommodations

Employees who are new parents, suffer from short-term/long-term disability, or require accommodations to work from home should notify their supervisor as soon as possible.

## **2.7 Performance Assessment and Employee Development**

The work performance of an employee is a vital key to the success of the Organization. Performance assessments, observations, or evaluations are conducted with employees annually; however, a supervisor may initiate a performance assessment, observation, or evaluation with an employee at any time during the course of their employment. Written performance assessments will be recorded in an employee's personnel record.

The Organization is committed to providing a supportive learning environment designed to encourage employees to pursue their professional goals and career objectives through training and advancement. In line with this commitment, training and development opportunities are offered to employees to increase their skills and enhance their contributions to the Organization. Employees are encouraged to speak with their supervisor regarding requests for training and development.

## **2.8 Meal and Rest Periods**

The law requires that non-exempt employees working in excess of five (5) hours be provided with a duty-free, uninterrupted unpaid meal period of at least thirty (30) minutes. Accordingly, it is Organization policy that an unpaid meal break (of at least 30 minutes) must be taken each day by employees working five (5) or more hours per shift, unless six (6) hours completes the shift, and the non-exempt employee waives their meal break in writing.

If a non-exempt employee's workday exceeds ten (10) hours, then that employee is entitled to a second duty-free, uninterrupted unpaid meal period of thirty (30) minutes. However, if the workday does not exceed twelve (12) hours, the second meal period may be waived if the employee and the Organization voluntarily agree, in writing, so long as the first meal period was not waived.

| <b>Number of Hours Worked Per Shift</b> | <b>Number of Meal Periods</b>   |
|---|---|
| 5 hours or less                         | No meal period  |
| More than 5 hours up to 6 hours         | 1 unpaid 30-min. meal period (may be waived in writing)   |
| More than 6 hours up to 10 hours        | 1 unpaid 30-min. meal period  |
| More than 10 hours up to 12 hours       | 2 unpaid 30-min. meal periods<br>(may not be combined, 2nd meal period may be waived in writing if first meal period taken) |

*Pending Board Approval*

|                    |   |
|--------------------|---|
| More than 12 hours | 2 unpaid 30-min. meal periods (may not be combined) |
|--------------------|---|

Said meal breaks must be taken at a location separate from the employee’s desk or work area, and employees are not permitted to work during their meal break. Employees will be relieved of all duties during the meal period and are permitted to leave the Organization premises during their meal break. The schedule for meal periods will vary according to business hours and work schedules but the first meal period must begin by the end of the fifth hour of work, and if applicable, the second meal period must begin by the end of the tenth hour. Your supervisor will advise you of your scheduled meal break. Unless approved by your immediate supervisor, a meal break may only be taken at the employee’s regularly scheduled meal break time. A meal break may not be skipped in order to accommodate a late arrival or early departure from an employee’s normal workday unless waived in writing and approved by the employee’s immediate supervisor.

Duty-free uninterrupted paid rest breaks are provided at the rate of ten (10) consecutive minutes for each four (4) hour work period or major fraction thereof for non-exempt employees. No break is provided for employees working less than 3.5 hours. Those employees who work between 3.5 hours and six (6) hours are provided a paid ten (10) minute break. Those employees working between six (6) and ten (10) hours are provided two paid ten (10) minute breaks. The rest period should occur as near as possible to the middle of the work period. Upon request, reasonable accommodations, including privacy and increased break time, will be made to accommodate lactating employees.

| <b>Number of Hours Worked Per Shift</b> | <b>Number of Meal Periods</b> |
|---|-------------------------------|
| Less Than 3 ½ hours                     | No rest period                |
| 3 ½ hours up to 6 hours                 | One 10 -min. rest period      |
| 6 hours up to 10 hours                  | Two 10 -min. rest periods     |
| 10 hours up to 14 hours                 | Three 10 -min. rest periods   |
| 14 hours up to 18 hours                 | Four 10 -min. rest periods    |

Non-exempt employees will be relieved of all duties during the rest break and are permitted to leave the Organization premises during their rest breaks. Check with your supervisor for the appropriate time to take your rest break.

It is Organization policy that employees are required to take all meal and rest breaks as set forth above (unless you waive a meal period as set forth above). If you miss a meal or rest period (other than a waived meal period), you must report to your supervisor or the Human Resources Department that you missed the meal or rest period and whether you missed the meal or rest period due to employer needs. Employees who violate this policy shall be subject to discipline, up to and including termination.

*Pending Board Approval*

## 2.9 Timekeeping Requirements

All non-exempt employees, whether salaried or not, are required to record their time, via our timekeeping system, in Paycom, for payroll purposes. Non-exempt employees must record their own time at the start and at the end of each work and meal period. Non-exempt employees also must record their time whenever they leave the building (or cease working) for any reason other than Organization business. Each employee will be provided with specific instructions regarding the time-keeping system; and will be responsible for reviewing, approving, and submitting time each pay period. Completing another employee's timesheet, allowing another employee to complete your timesheet, or altering a time record is not permissible and is subject to Corrective action.

Any errors on your time record should be reported immediately to your supervisor.

Time records are required by law and are used for computing paychecks to ensure that you are compensated correctly for the work you have performed. Employees are required to record time taken off (vacation, holiday, sick days, jury duty, bereavement, etc.).

Note: Timecards must reflect an accurate accounting of time. Altering, falsifying, or tampering with time records, as well as recording time on another employee's time record, may result in Corrective action. Additional procedures on timesheet submission may be directed by Executive Management.

### Prohibition Against Off The Clock Work

The Organization strictly prohibits off the clock work – i.e., work performed by a *nonexempt* employee that is not recorded and for which the employee is not paid for the time worked. This means that:

- If you are a *nonexempt* employee, you must never perform any off the clock work; and
- Whether you are *exempt* or *nonexempt*, you must never require, request, or permit a *nonexempt*
- employee to perform any off the clock work.

## 2.10 Payment of Wages

### For Semi-Monthly employees:

We currently pay semi-monthly employees (which includes classified hourly or salary non-exempt employees) on the 10<sup>th</sup> (for hours worked from the 16<sup>th</sup> through the end of month, for the previous month); and on the 26<sup>th</sup> (for hours worked from the 1<sup>st</sup> through the 15<sup>th</sup> of that month), unless that payday falls on a holiday or weekend. In that case, employees will be paid on the last working day before the holiday or weekend. Due to changes in payroll companies or for other unforeseen reasons, the Organization retains the option to change payroll dates at any time.

*Pending Board Approval*

### For Monthly Employees:

We currently pay monthly employees (which includes classified and/or certificated salary exempt employees) on the 26th of each month, unless that payday falls on a holiday or weekend. In that case, employees will be paid on the last working day before the holiday or weekend. Due to changes in payroll companies or for other unforeseen reasons, the Organization retains the option to change payroll dates at any time.

You are expected to carefully review every paycheck for errors and, if any error occurs, you must report it immediately to the Human Resources Department.

### Overpayment of Wages

If the Organization inadvertently overpays an employee, the Organization will notify to the employee and afford the employee an opportunity to respond before commencing recoupment actions. The Organization will work with the employee to find a mutually agreeable method to obtain reimbursement. Absent mutual agreement, the Organization shall implement installment payments through payroll deduction covering at least the same number of pay periods in which the error occurred. If an employee's employment is terminated before full repayment, the Organization may deduct the remaining amount from the final paycheck as permitted by law. If full repayment is not made to the Organization by the employee, the Organization may exercise all other legal means to recover the additional amount owed.

## **2.11 Payroll Direct Deposit**

Direct deposit is the most convenient method of ensuring that your pay is immediately available on paydays. With Payroll Direct Deposit, your pay is electronically deposited into a checking or savings account of your choice and will be available to you even if you are on vacation. Instead of a paycheck, regular employees receive a non-negotiable statement listing gross pay, taxes, other deductions, and the net amount deposited. Employees can enroll by completing the *Direct Deposit* authorization form from Payroll.

Direct deposit is not required; and, should you prefer a live check, please contact the Human Resources Department.

## **2.12 Overtime Work Hours**

When Organization operating requirements or other needs cannot be met during regular working hours, non-exempt employees may be asked to work overtime. All overtime work performed by non-exempt employees must be pre-approved, in writing, by the employee's supervisor. Non-exempt employees working unapproved overtime may be disciplined. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

*Pending Board Approval*

## 2.13 Overtime Pay

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour laws. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

The Fair Labor Standards Act (FLSA) and state law require overtime payment for hours worked beyond established thresholds. Non-exempt employees will receive overtime in accordance with applicable state and federal law.

Non-exempt employees will be paid one and one-half (1.5) their normal hourly rate of pay for overtime hours worked in excess of forty (40) hours per week, eight (8) hours up to and including twelve (12) hours in any one workday, and for the first eight (8) hours worked on the seventh consecutive day of work in any one workweek.

Exempt employees are not paid additional compensation for any overtime worked,

## 2.14 Double Time Work Hours and Pay

Non-exempt employees will be paid two (2) times their regular hourly rate of pay for all hours they are required to work in excess of twelve (12) in any one workday, and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in any one workweek.

Double time work performed by non-exempt employees must be pre-approved, in writing, by the employee's supervisor. Non-exempt employees working unapproved double time may be disciplined.

There shall be no pyramiding of overtime. When more than one overtime premium can be applied to the same working time (for example, an employee works in excess of 8 hours on a particular day and the employee's hours also total more than 40 hours for that workweek), only one computation, whichever is of greater benefit to the employee, shall be used to compute overtime pay.

### Mandatory Time Off/Day of Rest

All employees are entitled to one day's rest in seven, except in case of emergency.

### Reporting Time Pay

If an employee reports to work on a scheduled workday, and there is no work available, the employee will be paid for one half (1/2) of his/her regularly scheduled workday, but not less than two

*Pending Board Approval*

(2) hours and not more than four (4) hours of pay.

The Organization will not pay an employee for reporting to work under the following circumstances:

1. The interruption of work is due to the failure of any public utility;
2. The interruption of work is due to an act of God or other cause not within the Organization's power to control;
3. Operations cannot commence or continue due to threats to employees or property or when recommended by civil authorities; or
4. If the employee is on stand-by pay status and is called to perform assigned work outside of scheduled reporting time.

## 2.15 Wage Garnishments

We hope you will manage your financial affairs so that we will not be obligated to execute any court ordered wage garnishments. However, when court-ordered deductions are to be taken from your paycheck, you will be notified, and we will be required to comply with any court order instructing us to garnish wages.

## 2.16 Payroll Deductions

Your payroll and earnings deductions are detailed with your check. Mandated deductions usually include, but are not limited to the following:

### Deductions Mandated by Federal and State Law

|   |                                    |
|---|------------------------------------|
| Federal Income tax  | State Disability Insurance ("SDI") |
| State Income tax  | Medicare contributions             |
| Social Security contributions (unless contribution to STRS) | Garnishments & Wage Attachments    |

Any questions about your paycheck should be directed to the Payroll Department. It is the employee's responsibility to ensure the accuracy of their paychecks (including deductions). You must bring, in writing, any discrepancies or errors in your paycheck to the attention of the Payroll Department immediately. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the Organization will promptly reimburse the employee for any improper deduction made. The Organization will not tolerate any retaliation against those who make such reports.

*Pending Board Approval*

## 2.17 Compensation Philosophy

At the Organization, we strive for fairness and equity in all our policies and practices, including those that affect compensation. We administer a compensation and benefits program in a manner that is free of unlawful discrimination or retaliation and respect an employee's right to discuss their own pay. The Organization complies with Federal and State wage laws concerning fair pay and pay transparency.

Our compensation practices are based on many factors, including the Organization's financial position, business objectives, and salary survey information. Positions are compensated in a manner that includes, but not limited to, service time, merit, skill, effort, responsibility, knowledge, experience, training, and degree of authority. In addition, we update position pay ranges, administer market pay adjustments or other types of compensation as reviewed and authorized by Executive Management.

We offer a compensation package (your annualized pay plus benefits) that reflects competitiveness in the marketplace and concern for our employees' ability to balance their work and personal lives. The Organization adheres to Minimum Wage laws and ordinances.

## 2.18 Expense Reimbursement

The Organization will reimburse employees for all business-related expenses provided they complete a record of all expenses for which they seek reimbursement and submit receipts along with the expense record for reimbursement. Reimbursement requests must be submitted within 30 days after the expenses are incurred. Requests submitted after 30 days will require executive review (approval/denial) before processing.

Reimbursement will be processed for items that are eligible expenses and are supported with complete and detailed documents. [Note: Employees who receive travel and mileage stipends, are not eligible for mileage reimbursement unless preapproved by the Chief Executive Officer or Designee.] Requests with incomplete/unclear documents will be put on hold until complete information is received. Approved reimbursement is made via check within two (2) weeks of receipt/approval of the reimbursement request.

The Organization maintains a meal reimbursement policy as follows:

|           |         |
|-----------|---------|
| Breakfast | \$10.00 |
| Lunch     | \$15.00 |
| Dinner    | \$27.00 |

Alcohol is not reimbursed by the Organization. For questions regarding eligible reimbursable expenses, please contact the Finance Department. Under special circumstances this amount may be increased and requires prior approval by the Chief Executive Officer or

*Pending Board Approval*



Designee.

## 2.19 Pay Deductions For Exempt Employees

Exempt employees paid on a "salary basis" regularly receive a predetermined amount of compensation each pay period. Subject to the exceptions listed below, exempt employees will receive full salary for any workweek in which they perform any work, regardless of the number of days or hours worked. Exempt employees will not be paid for any workweek in which they perform no work.

No deductions from salary will be made for time when work is not available, provided the exempt employee is ready, willing, and able to work.

Deductions from pay are permissible:

- When an exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability;
- When an exempt employee is absent for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing full compensation for salary lost due to illness;
- When an exempt employee is absent for jury duty or military duty for a full week (5 business days) and performs no work during the week;
- To offset amounts employees receive as jury or witness fees or for military pay;
- For penalties imposed in good faith for infractions or safety rules of major significance; or
- For unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

Additionally, an exempt employee will not be paid their full salary if he or she works less than a full week during the initial or final week of employment or for weeks in which the exempt employee takes unpaid leave under the Family and Medical Leave Act.

Partial day deductions from available accrued vacation or sick leave balances will also be made by the Organization when applicable.

It is Organization policy to comply with these salary basis requirements. Therefore, the Organization prohibits all managers from making any improper deductions from the salaries of exempt employees.

If you believe that an improper deduction from your salary has been made, you should immediately report this information to your direct supervisor, or to Human Resources.

*Pending Board Approval*

Reports of improper deductions will be investigated promptly. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

## **2.20 Access to Employment Records**

You, or your representative, have a right to inspect and copy documents in your employee file relating to your payroll records, performance, or any grievance. To inspect or obtain copies of your employment records, submit a written request to the Human Resources Department. The Organization will comply with requests as required by law. Employees who wish to obtain a copy of such records may be required to reimburse the Organization for the actual cost incurred in making copies. Where an inspection request is made by a former employee, the individual may be required to provide satisfactory evidence of his or her identity, to ensure that the records are provided to the proper person.

The Organization will generally restrict disclosure of your employee file to authorized individuals within the Organization. Only the Human Resources Department and the Organization's legal counsel are authorized to release information about current or former employees. Disclosure of employee information to outside sources will be limited. However, the Organization will cooperate with requests from our sponsoring school district, and authorized law enforcement or local, state, or federal agencies conducting audits, official investigations and as otherwise legally required.

The Organization is required by law to keep current all employee's names, addresses, phone numbers, number of dependents, and whom to inform in case of emergency. Employees are responsible for alerting the Human Resources Department of any personal information changes for purposes of updating the information in their personnel file.

## **2.21 Personal Information**

### Personal Information Changes

It is the responsibility of each employee to promptly notify the Human Resources Department of any and all status changes including name, address, marital status or domestic partner registration, emergency contact, and changes in withholding information for tax purposes. The Organization must send W-2's to each employee for tax purposes. Having updated employee information is imperative for this task as well as many others. You must notify the Human Resources Department and/or Payroll in writing of your changes. The Human Resources Department and/or Payroll will also be able to provide you with new tax forms for tax withholding allowance changes. The Organization will not discriminate, retaliate, discharge, or take other adverse action against an employee when updating or attempting to update their personal information based on a lawful change of name, social security number or federal employment authorization document.

*Pending Board Approval*

## Protection Of Medical and Personal Information

Confidentiality of medical and personal information relating to employees, students, or anyone else is not only vitally important to the Organization, but is required, under state and federal laws. “Personal information” includes an individual’s first name or first initial and last name and one or more of the individual’s social security number; driver’s license or California identification card number; account number, credit or debit card number in combination with any required security code, access code or password that would permit access to the individual’s financial account; medical or health insurance information; or a username or email address, in combination with a password or security question and answer that would permit access to an online account.

The Organization requires that all employees comply with its security procedures and practices to protect medical and personal information that it receives, including as to Organization employees, students, or anyone else, whether stored in files or on Organization computer databases, or otherwise, from unauthorized access, destruction, use, modification, or disclosure. All employee medical records must be held in confidence in order to avoid unauthorized disclosure. In compliance with state and federal laws, when required, the Organization shall keep your medical records separate from your personnel files. Access to medical records shall be limited to those in management on a need-to-know basis, solely for purposes permitted by law.

If any employee reasonably believes that an unauthorized person, unauthorized access, destruction, use, modification, or disclosure has occurred, immediate notice must be provided to the Human Resources Department so that the Organization complies with its legally required notice obligations.

### **2.22 Nepotism Policy**

The Organization maintains a no nepotism policy. No employee shall be solely supervised or evaluated by a family member. If applicable, any and all nepotism provisions specified in the Organization’s Charter or Memorandum of Understanding with the authorizing school district are hereby incorporated into this Handbook.

Qualified employees who are related by blood or marriage to current Company employees may work for the Company as long as their employment does not create or result in a sole supervisory relationship with a relative, or create problems regarding safety, morale, security, or conflicts of interest.

The status of employees who marry after employment will be considered in light of the above criteria. All decisions will be based on what is determined to be in the best interest of the Company.

*Pending Board Approval*

## **2.23 Reference Requests**

It is the Organization's policy to generally not give employee references to inquirers, whether by telephone or in writing. All calls, contacts, and written inquiries concerning current or former employees are to be handled by the Human Resources Department only. Disclosure of personnel information to outside sources will be limited.

The Human Resources Department will verify employment and cooperate with requests from authorized law enforcement, or local, state, or federal agencies conducting official investigations, and as otherwise legally required.

## **2.24 Open-Door Policy**

All employees are encouraged to provide input and suggestions concerning the overall operations and programs of the Organization, via appropriate communication channels (following the Chain of Command).

We operate in an open-door manner. All input from employees will be considered and can be presented without fear of personal recrimination.

## **2.25 Outside Employment**

There are times when employees have the opportunity or the need to simultaneously hold another job position with separate employers at one time. All outside employment must be approved by the Human Resources Department in advance of accepting the outside employment. If it is determined that your proposed outside employment is incompatible, or in conflict with your position at our Organization, you will not be permitted to accept the proposed employment and continue to work at our Organization. Failure to advise Human Resources of outside employment may result in your termination.

It is important that another job position does not interfere in any way with an employee's primary job position with the Organization. Employees who engage in approved, outside employment are expected to adhere to all of the Organization's performance standards and schedules. Like all other employees, persons who engage in approved, outside employment are required to perform services only for the Organization when on Organization time and when using Organization equipment.

The Organization will not assume any responsibility for employees' outside employment. Specifically, the Organization will not provide workers' compensation coverage or any other benefit for injuries occurring from, or arising out of, such outside employment.

*Pending Board Approval*

## 2.26 Conflicts Of Interest

Organization employees are prohibited from engaging in any activity, practice or act which conflicts with the interests of the Organization or its students. Both the fact and the appearance of a conflict of interest should be avoided. If applicable, any and all conflicts of interest provisions specified in the Organization's Charter or Memorandum of Understanding with the authorizing school district are hereby incorporated into this Handbook.

It is difficult, if not impossible, to describe all of the situations that may arise involving conflicts of interest. Some of the more common conflicts from which employees should refrain, however, include the following:

- Accepting personal gifts or entertainment from competitors, suppliers, potential suppliers, vendors, or potential vendors;
- Working for a competitor, supplier, vendor, or customer ("customers" include our students and/or parents);
- Engaging in self-employment in competition with the Organization;
- Engaging in business with a family member or "significant other" in competition with the Organization;
- Using proprietary or confidential Organization information for personal gain or to the Organization's detriment;
- Having a direct or indirect financial interest in or relationship with a competitor, supplier, vendor, or customer;
- Using Organization assets or labor for personal use;
- Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the Organization;
- Committing the Organization to give its financial or other support to any outside activity or organization.

Employees should be aware that if they enter into a personal relationship with a subordinate employee or with an employee of a competitor, supplier, vendor, or customer, a conflict of interest may exist that requires full disclosure to the Organization.

If you have a question concerning a possible conflict of interest, consult your supervisor or the Human Resources Department.

Failure to adhere to this policy, including failure to disclose any conflicts or to seek an exception, may result in discipline, up to and including termination of employment.

*Pending Board Approval*

## **2.27 Voluntary Separation of Employment**

Voluntary separation results when an employee voluntarily resigns their employment at the Organization. If an employee fails to report to work for three consecutively scheduled workdays without notice to, or approval by, their supervisor, or fails to return from an approved leave of absence on the date specified, it will be considered job abandonment unless a reasonable excuse is given to and accepted by the Organization.

## **2.28 Request for Notice of Resignation**

If an employee finds it necessary to resign, it is requested as a courtesy, though not required, that you give advance notice in writing to your supervisor specifying the last day you will be at work. This date will be considered the effective date of your resignation. Full-time or regular part-time employees are asked as courtesy, though not required, to give at least two (2) weeks' notice of the effective date of a resignation.

## **2.29 Involuntary Separation**

Involuntary separation results when the Organization terminates your employment. The Organization has established rules and procedures applicable to all such separations. Privacy and care are extended to individuals whose actions result in a separation.

## **2.30 Return of Property and Deletion of Data On Personal Devices**

All Organization property, including but not limited to, electronic information, laptops, scanners, uniforms, badges, timekeeping materials, keys, cellphones, and equipment, must be returned to the Organization promptly upon separation of employment for any reason. Employees unable to present the equipment in good working condition within the time period requested (for example, 24 hours) may be requested to pay the cost of a replacement.

As discussed in further detail in the Confidentiality section of the Handbook (3.21), employees must return all copies of documents the Organization considers to contain Confidential Information (as defined in the above referenced section), and employees must continue to maintain the confidentiality of such Confidential Information. Should such Confidential Information be kept in electronic form on a personal device, whether in a computer, a cell phone, or other electronic device or memory, including any online file system, each employee must provide those records and documents to the Organization on an Organization-issued flash memory card or other device. Employees must also delete and destroy such records and documents from their respective electronic devices and memory locations, including any backup records and documents on any device or online file system. In the event an employee later discovers any other Organization records or documents, then they must either deliver them to the Organization or destroy them. The Organization does not agree to, nor authorize, the delivery of Organization records or documents to any third party.

*Pending Board Approval*

## 2.31 Employee Discipline

Like most organizations, the Organization utilizes various procedures to address work problems such as misconduct or poor performance.

The following are examples of discipline that may be taken by the Organization:

- Coaching
- Additional training
- Verbal warning
- Written warning
- Suspension with or without pay
- Termination

These discipline procedures are used in no particular order and any of the disciplinary actions can be taken without any preceding discipline. There may be occasions where the Organization determines that circumstances warrant immediate termination without any prior warning(s), suspension(s), or notice. The Organization also reserves the right to suspend employees with or without pay during an investigation into alleged or suspected misconduct.

When verbal warnings are given, they will be noted in the employee's personnel file. Written warnings and suspension notices should be signed both by the supervisor and employee. The employee's signature is not an admission of guilt, but merely acknowledges receipt of the notice. If an employee disagrees with the warning and desires to make comments, the employee is entitled to write these comments on the warning memorandum form. When written warnings are given, the employee will receive a copy of the warning or suspension notice and a copy will be placed in the employee's personnel file.

Nothing in this policy should be construed to limit or otherwise alter the Organization's right to terminate employment at will.

It is important that all employees perform, at all times, to the best of their abilities. The Organization seeks to resolve conduct and performance problems in the most constructive manner possible.

## 2.32 Reduction in Force

Under certain circumstances, the Organization may need to restructure, reduce working hours, or reduce its workforce. In that event, decisions regarding lay off, job retention, transfers, or adjustment of hours, will be based upon management's judgment of the Organization's need. If it becomes necessary to restructure operations, reduce or modify working hours, or reduce the number of employees, the Organization will attempt to provide advance notice, if possible, so as to minimize the impact on those affected. Also, if possible, employees subject to layoff will be

*Pending Board Approval*

informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

### **2.33 Final Pay**

The time requirement for a final paycheck depends upon whether the employee terminated employment without notice, quit with at least 72-hours' notice or was terminated or laid off. The final paycheck will be issued in compliance with applicable law in any one of the foregoing scenarios.

Upon separation from the Organization, you are entitled to final pay. This includes pay for any work performed within the most recent pay period, any accrued vested time off benefits (e.g. vacation), and any overtime pay due. Unused sick leave is not paid at the time of termination of employment. Any outstanding business expenses will be processed in normal business course and paid to you at the Organization's regularly scheduled processing dates for these types of reimbursements. Please be sure that information concerning business expenses is submitted in a timely manner so that these payment deadlines may be relied upon. Please note that if you terminate employment and the Organization has paid insurance benefits on your behalf, applicable deductions, previously authorized by you to be deducted from your payroll will be deducted in accordance with the law from the final paycheck.

Employees separated from employment will be paid as follows:

- *Voluntary Resignation with at least 72-hours' notice*: due and payable on last day of work.
- *Voluntary Resignation with less than 72-hours' notice*: due and payable no later than 72 hours after notice is given.
- *Involuntary Termination*: all wages due and payable on the last day of work.

### **2.34 Exit Interview**

Employees who voluntarily leave the Organization may be interviewed about the reason for resignation. Constructive suggestions offered by terminating employees are valued by the Organization.

Employees involuntarily terminated may also have an exit interview.

### **2.35 Re-Employment**

If you leave the Organization and are rehired within six (6) months, you will receive credit for your prior service date. In this case, you will be given the original hire date as the adjusted service date.

*Pending Board Approval*



To be re-employed by the Organization, you must meet employment eligibility requirements.

## **SECTION 3 - STANDARDS OF CONDUCT**

### **3.1 Prohibited Conduct**

We promote a cooperative and productive work environment. You are expected to behave in a professional manner at all times. In our relationships with each other, we strive to be open and respectful in sharing our ideas and thoughts, and in receiving input.

Certain conduct may subject an employee to appropriate discipline. The following conduct is prohibited and will not be tolerated by the Organization. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and Organization operations or other things may also be prohibited.

- Falsifying employment records, employment information, or other Organization records;
- Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any timecard, either your own or another employee's;
- Theft and deliberate or reckless damage or destruction of any Organization property, or the property of any employee or student;
- Removing or borrowing Organization property without prior authorization;
- Unauthorized use of Organization equipment, time, materials, or facilities;
- Provoking a fight or fighting during working hours or on Organization property;
- Participating in horseplay or practical jokes on Organization time or on Organization premises;
- Fighting, threatening bodily harm, or provoking such misconduct;
- Carrying firearms or any other dangerous weapons on Organization premises at any time to the extent permitted by law;
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management;

*Pending Board Approval*

- Incompetent or inefficient performance of assigned duties and responsibilities;
- Interference with the work performance of any employee(s);
- Using threatening or abusive language at any time on Organization premises;
- Failing to notify a supervisor when unable to report to work;
- Unreported absence of three consecutive scheduled workdays, except in cases of emergency;
- Repeated tardiness or absence;
- Failing to obtain permission to leave work for any reason during normal working hours, except in cases of emergency;
- Failing to observe working schedules, including rest and lunch periods;
- Sleeping or malingering on the job;
- Making or accepting personal telephone calls, including cell phone calls, of more than three minutes in duration during working hours, except in cases of emergency;
- Using Organization's computer to access the Internet for personal use during working hours, beyond reasonable incidental or brief usage;
- Violation(s) of Company policies concerning security or unauthorized disclosure of confidential Company information to any person(s);
- Working overtime without authorization or refusing to work assigned overtime;
- Violating any safety, health, security or Organization policy, rule, or procedure;
- Conduct that disrupts the learning environment;
- Committing a fraudulent act under any circumstances; and
- Committing, or involvement in, any act of unlawful harassment or discrimination of another individual.

This statement of prohibited conduct does not alter the Organization's policy of at-will employment. Either you or the Organization remains free to terminate the employment relationship at any time, with or without reason or advance notice.

### **3.2 Professional Boundaries**

This policy is intended to guide all Organization faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of Organization employees. Trespassing the boundaries of a Student/Organization relationship is

*Pending Board Approval*

deemed an abuse of power and a betrayal of public trust.

Organization staff members are to interact with students in a professional manner. All staff must carefully review this policy along with each of the examples of acceptable and unacceptable employee behavior. It is each staff member's responsibility to both follow the policy as written, and to follow the intent of the policy by acting in a professional manner. It is each staff member's obligation to avoid situations that could prompt concern by parents, students, colleagues, or Organization leaders.

This policy is not meant to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct. Some activities may seem innocent from a staff member's perspective but can be perceived as flirtation or sexual insinuation from a student or parent point of view. Sometimes students initiate inappropriate behavior and situations. In these instances, staff members must act professionally and immediately report the incident.

Staff members must understand their own responsibility for ensuring that they interact professionally with students, including abiding by the specific behavioral examples in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for discipline purposes. Thus, it is crucial that all employees learn and apply this policy thoroughly. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations, and intentions.

#### DUTY TO REPORT:

When any employee becomes aware of another staff member having crossed the boundaries specified in this policy, the employee must immediately report it to the Organization's Cabinet or a Director/Supervisor. All reports shall be as confidential as reasonable under the circumstances. It is the duty of the Cabinet Member or Director/Supervisor to investigate and thoroughly report the situation to the Human Resources Department.

When a student crosses the boundary of professionalism with a staff member, the staff member must act professionally and immediately report the incident to the Organization's Cabinet or a Director/Supervisor. All reports shall be as confidential as reasonable under the circumstances. It is the duty of the Cabinet Member or Director/Supervisor to investigate and thoroughly report the situation to the Human Resources Department.

#### USE OF ELECTRONIC & SOCIAL MEDIA:

Any use of electronic media or social media by an employee to interact or participate with students must be limited to Organization business and conducted on Organization technology systems. Any interaction not limited to Organization business is inappropriate. Refer to Sections 3.3 and 3.4 below.

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### EXAMPLES OF ACCEPTABLE AND RECOMMENDED BEHAVIORS:

- Getting Organization and parental written consent for any after-school activity.
- Obtaining formal approval to take students off Organization property for Organization-related activities.
- Keeping all communication with students, through the use of technology and social media, professional and related to Organization activities or classes and conducted on Organization technology systems.
- Keeping the door and/or blinds of an interior window open when alone with a student.
- Keeping reasonable physical distance from students.
- Stopping and correcting students if they cross your own personal boundaries.
- Keeping after-class discussions with a student professional and brief.
- Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- Involving the Organization's Cabinet members or your Director/Supervisor or your supervisor if an inappropriate situation, including conflict, arises with a student.
- Informing your Cabinet or your Director/Supervisor about situations that have the potential to become more severe.
- Making detailed notes about an incident that could evolve into a more serious situation later.
- Recognizing and acting in accordance with the responsibility to stop unacceptable behavior of students or coworkers.
- Asking another staff member to be present when you must be alone with a student.
- Giving students praise and recognition without touching them.
- Pats on the back, high fives, and handshakes are acceptable.
- Keeping your professional conduct, a high priority.

### EXAMPLES OF UNACCEPTABLE BEHAVIORS (VIOLATIONS OF THIS POLICY):

- Giving gifts to an individual student that are of a personal and intimate nature.
- Kissing of any kind.
- Any type of physical contact with a student except those noted above as acceptable.

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- Making, listening to, or participating in sexual jokes, stories of a sexual nature, or inappropriate sexual comments.
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- Seeking emotional involvement with a student for your benefit.
- Being alone in a room with a student with the door and blinds of an interior window closed.
- Inappropriate remarks about the physical attributes or development of anyone.
- Allowing students in your home.
- Communication with students through use of technology or social media, where the content of such communication is not about Organization or Organization activities.
- Excessive attention toward a particular student.

### 3.3 Social Media

The Organization understands that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. However, use of your social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, the Organization provides the following guidelines for appropriate use of social media. The policy applies to all employees.

#### GUIDELINES:

In the rapidly expanding world of electronic communication, “social media” can mean many things. “Social media” includes all means of communicating or posting information or content of any sort on the internet, including to your own or someone else’s web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether or not associated or affiliated with the Organization, as well as any other form of electronic communication.

The same principles and guidelines found in the Organization’s policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects customers, people or businesses working with the Organization, or people who work on behalf of the Organization or its legitimate business interests may result in discipline.

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Carefully read these social media guidelines and the Organization's other policies contained in this Handbook, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to discipline.

### BE RESPECTFUL

Always be fair and courteous to fellow employees, customers, and people or organizations working with or on behalf of the Organization. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers, management, Human Resources Department, or by utilizing the Organization's Open-Door policy. If you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage students, or that might constitute harassment, abusive conduct, or bullying. Examples of such conduct might include offensive posts or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law or Organization policy.

### BE HONEST AND ACCURATE

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about Organization, fellow employees, customers, people, or organizations working with or on behalf of the Organization, or competitors.

### OBEY THE LAW

Respect privacy, copyright, trademark, libel, defamation, employment discrimination and other laws.

### HANDLING ORGANIZATION INFORMATION & CONFIDENTIALITY

Maintain the confidentiality of Organization business and trade secrets and confidential proprietary information such as information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures, or other internal Organization-related confidential communications.

Express only your personal opinions. Never represent yourself as a spokesperson for the Organization. If the Organization is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Organization, fellow employees, customers, and people or organizations working with or

*Pending Board Approval*

on behalf of the Organization. If you do publish a blog or post online related to the work you do or subjects associated with the Organization, make it clear that you are not speaking on behalf of the Organization. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the Organization.”

#### NON-USE OF SOCIAL MEDIA WHILE ON WORK TIME

Refrain from using social media while on work time or on equipment provided by the Organization unless it is work-related as specifically authorized by your manager and consistent with Organization policy on using Organization technology and property. Do not use Organization email addresses to register on social networks, blogs or other online tools utilized for personal use.

Nothing in this Social Media Policy is intended to prohibit or infringe upon an employee’s rights under the National Labor Relations Act, the California Labor Code, or any other federal or state statute protecting employee workplace rights.

#### EMPLOYEE AND JOB APPLICANT RIGHTS:

The Organization will not request or require employees or job applicants to disclose their personal social media usernames or passwords, nor will it request or require employees or job applicants to access their personal social media sites in the Organization’s presence. Additionally, the Organization will not request or require employees or job applicants to divulge any personal social media, unless the Organization reasonably believes the media is relevant to an investigation or proceeding related to employee misconduct, violation of law or violation of regulation provided the Organization uses the divulged social media only for this purpose. The Organization is not restricted from requesting or requiring the disclosure of usernames, passwords or other access methods for Organization equipment or technology. The Organization will not retaliate against an employee or job applicant for not complying with a request or requirement in violation of this paragraph.

Refer to Sections 3.4 and 4.20 of this Handbook for the Organization’s Electronic Communications and Internet Usage Policies. Each of the Social Media, Electronic Communications and Internet Usage policies must be followed.

### **3.4 Electronic Communications**

All employees, independent contractors, advisors, and volunteers (“Personnel”) have a responsibility to maintain only appropriate communications with students and other individuals at all times. With the advances in communication technology, the school recognizes that more opportunities exist for school and non-school related communications between Personnel and students. As the opportunities increase for such communications, Personnel and students have an increased responsibility to ensure that all forms of communication between Personnel and students are appropriate and comply with applicable law and requirements to protect against

*Pending Board Approval*

inappropriate and unsolicited electronic and text messages.

The school realizes that there are many convenient and efficient means of communication available to Personnel who need to contact students. For example, Personnel can contact students via telephone, school email accounts, a school-wide notification system, texting messaging and/or other forms of electronic and social media.

Personnel should be respectful and courteous to students and other individuals. Each individual should consider the appropriateness of any content before sending the message to another. The sender will be solely responsible for what they communicate. Inappropriate content that may include discriminatory remarks, harassment, threats of violence, lewd, sexually explicit, or similar inappropriate or unlawful conduct will not be tolerated and may subject the sender to Corrective action.

Parents/guardians of all students (or students 18+) are requested in the school enrollment package to complete and submit a permission form as to whether the school's Personnel may or may not send and receive text message to the cell phone of students and communicate by other forms of electronic communications. Before sending/receiving any electronic communications to/from specific students, Personnel must check as to whether such student's parent/guardian (or student 18+) has given suitable consent to the types of electronic communications intended to be sent/received.

### **3.5 Complaint Procedures**

As a matter of general policy, supervisors at all levels will provide an open door for discussion and a receptive ear and will review all employee suggestions or complaints concerning our work practices and procedures.

If an employee wishes to make a formal complaint about something other than illegal activity, it should be done immediately after the incident has occurred or the issue has arisen. We consider an open discussion between employee and supervisor as the first step in the complaint procedure. The supervisor must respond to the complaint in a timely manner. If the supervisor does not resolve the complaint within a reasonable time frame or if the staff member disagrees with the supervisor's solution, the employee may appeal directly to a Director or Cabinet member.

At this point, the complaint must be written down, with the nature of the complaint clearly outlined. The Director or Cabinet member will investigate the complaint and notify the employee, in writing, of a decision within a reasonable amount of time. If the complainant employee disagrees with the decision, the complainant employee may direct complaints to the Human Resources Department.

As a last resort, an employee may take a complaint to the Chief Executive Officer. That Officer's decision constitutes the Organization's final word on the matter.

*Pending Board Approval*



Complaints will not be disclosed to anyone except those persons involved in resolving the matter. While confidentiality cannot be guaranteed by the Organization, employees shall be free from retaliation of any kind for making good faith complaints.

### 3.6 Whistleblower Policy

Introduction. The Organization is committed to integrity and ethical behavior. The Organization thus encourages employees and affiliated non-employees (such as a board member) of the Organization (collectively, “Persons”) who reasonably believe that they are aware of any actual or suspected violation of a federal or state law, or of a local rule or regulation (each, a “violation”), to report any such violation, without any fear of retaliation, discrimination, or harassment with respect to their employment or affiliation. This policy does not replace or supersede the Organization’s Harassment, Discrimination, and Retaliation Prevention Policy (Section 1.6 above), other grievance procedures and any relevant local, state and/or federal laws governing whistleblowing applicable to the Organization. Such policies, procedures and laws are important components of the Organization’s commitment to providing a professional work environment.

Prohibition: Reporting in Good Faith. The Organization strictly prohibits any retaliation, discrimination, or harassment against any person who reports what the employee reasonably believes to be violations of a federal or state law, or of a local rule or regulation. This includes non-retaliation against an employee because a family member of the employee has engaged in or perceived to have engaged in a protected whistle-blowing activity. The Organization will not retaliate against any person who participates in an investigation of such complaints. The Organization also strictly prohibits any retaliation or harmful action against any person on the basis that the person provided truthful information to law enforcement authorities relating to the violation (or possible violation) of any federal or state law.

No Retaliation. The Organization will not retaliate, discriminate, harass, or cause adverse employment consequences against a Person who discloses, or may disclose (or who the Organization believes disclosed or may disclose) information regarding alleged violations to (i) a law enforcement or government agency, (ii) an employee with authority over the Person, or (iii) an employee who has authority to investigate, discover or correct the violation. Any employee within the Organization who retaliates against a Person who in good faith has reported a claim or has cooperated or participated in the investigation of a violation is subject to discipline, including termination of employment with the Organization. If a person believes that they (or someone else) are suffering from harassment, retaliation or other adverse employment/affiliation consequences as a result of reporting a violation or having cooperated in the investigation of a violation, such individual should contact such officer of the Organization as designated below.

Report Procedure. A person who becomes aware of any act or behavior described above is encouraged to report such incidents immediately to the Chief Executive Officer of the Organization (“CEO”). Reports may be provided in writing or in person. Reports should be as complete as possible, including the details of the incident(s), names of the individual(s) allegedly

*Pending Board Approval*

involved, date(s), and the name(s) of any witness(es).

You may send the report or complaint by letter (which may be anonymous, at your discretion) to the CEO of the Organization, in a sealed envelope marked “Confidential” at the following address:

43414 Business Park Drive Temecula, CA 92590

If the subject of the report involves the Chief Executive Officer of the Organization, you should report your concern directly to Blank Rome, our Corporate General Counsel, at the Elite Academic Academy Corporate Administration Office.

Investigation and Confidentiality. The Organization will promptly investigate the complaint and will endeavor to protect the privacy and confidentiality of all parties involved, to the maximum extent possible, consistent with the Organization’s obligations to conduct a thorough investigation, to comply with all applicable laws, and/or to cooperate with law enforcement authorities. The Organization will explore anonymous allegations to the extent possible but will weigh the prudence of continuing such investigations against the likelihood of confirming the alleged facts or circumstances from attributable sources. If necessary, legal counsel and/or an independent auditing firm will be involved in any investigation. Corrective action will be taken at the conclusion of the investigation if necessary.

The Organization’s employees should be aware that certain violations of the Organization’s policies and practices could subject the Organization and/or the individual(s) involved to civil and/or criminal penalties. Before issues or behavior rise to that level, employees are encouraged to report to the designated officer of the Organization any violation of federal or state law, or local rule or regulation, or any retaliation related to such reports.

### **3.7 Violence-Free Workplace**

The Organization is committed to providing a safe workplace, and in this regard will not tolerate abusive or violent behavior that includes, but is not limited to, making threatening remarks, physical intimidation, or assault. Carrying firearms or any other dangerous weapon on Organization premises or at Organization sponsored events is prohibited unless otherwise required by law.

Employees involved in physical altercations of any kind will be subject to immediate discipline.

### **3.8 Reporting Violent Behavior**

Employees who believe they are being threatened, intimidated, verbally abused, or have been physically assaulted, must notify their supervisor immediately. If the behavior involves a supervisor, employees must immediately notify the Human Resources Department. The

*Pending Board Approval*

Organization will not tolerate any form of retaliation against any employee who makes a good faith report under this policy.

In addition, employees who witness such behavior or are informed of a co-worker's intention to harm another employee or student must immediately notify a supervisor or law enforcement authorities and the Human Resources Department. A 9-1-1 call may be appropriate first, in the good judgment of the employees or managers involved. Under this policy, decisions may have to be made quickly to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. Nothing in this policy is intended to prevent a quick action to stop or reduce the risk of harm to anyone, including, requesting immediate assistance from law enforcement or emergency response resources.

The Organization reserves the right to conduct workplace inspections at any time, with or without notice for purposes of enforcing this policy, including, searching:

- Outer clothing, packages, handbags, briefcases, backpacks, lunch bags, boxes and/other containers being taken in or out of the Organization's buildings or to or from the Organization's premises;
- Vehicles parked on Organization property (owned, leased, or occupied) or Organization-owned vehicles; and
- All workstations, computer files, files, books shelves, storage, desks, credenzas, work stations, file cabinets, storage rooms and other areas on the Organization's premises

Any refusal to permit an inspection upon request may result in disciplinary action, up to and including termination of employment. The discovery of any violation of any other Organization policy as a result of such a search may also result in disciplinary action, up to and including termination of employment. Any illegal activity discovered during an inspection is subject to referral to the appropriate law enforcement authorities.

### **3.9 Drug and Alcohol-Free Workplace**

The Organization is concerned about the use of alcohol, illegal drugs, or controlled substances as it affects the workplace. Use of these substances, whether on or off the job, can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the Organization. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Organization to the risks of property loss or damage, or injury to other persons.

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work. Employees who have prescription drug dependencies are to maintain the same job performance standards as other

*Pending Board Approval*

employees.

The following rules and standards of conduct apply to all employees either on Organization property or while working on behalf of the Organization (including meals and rest periods). Behavior that violates Organization policy includes:

- Possession, ingestion, or having an illegal or controlled substance (unless it is a legally-used prescription drug that does not affect safety or job performance), including alcohol, in your system while at work or on Organization business;
- Driving an Organization-provided vehicle or your own vehicle on Organization business while under the influence of a substance that alters or impairs judgment.
- Distribution, manufacture, sale, or purchase of an illegal or controlled substance, including alcohol, while on the job.
- Providing false or misleading information about any of the foregoing with regard to themselves or others

Violation of these rules and standards of conduct will not be tolerated. The Organization also may bring the matter to the attention of the appropriate law enforcement authorities. In order to enforce this policy, the Organization reserves the right to conduct searches of Organization property or employees and/or their personal property, and to require employees who are reasonably suspected of having illegal or controlled substances, including alcohol, in their system to undergo a drug or alcohol test when the drug or alcohol test can accurately identify impairment caused by use. The Organization will pay the cost of any test taken. The results of this test may be used as a basis for discipline. Failure to cooperate in any such search or test will result in termination of employment.

The Organization will comply with California Labor Code Sections 1025, 1026 etc., relating to reasonable accommodation of employees who wish to enter a treatment program for substance use. However, the Organization retains the right to execute discipline up to and including the right to terminate employment of an employee whose drug or alcohol use interferes with job duties or workplace safety.

The Organization prohibits the use, abuse, sale, transfer, manufacture, or possession of illegal or controlled drugs or alcohol, the abuse of prescribed drugs, or being under the influence of illegal or controlled drugs or alcohol or abused prescription drugs whenever the employee is (1) on Organization premises; (2) conducting or performing Organization business, regardless of location; (3) operating or responsible for the operation, custody, or care of Organization equipment or other property; or (4) responsible for the safety of others in connection with, or while performing, Organization-related business.

The Organization will accommodate individuals with disabilities but will not permit employees to bring, manufacture, sell, purchase, transfer, ingest, or be under the influence of medical marijuana in the workplace, while working, and/or excuse policy violations related to medical marijuana unless otherwise required by law

*Pending Board Approval*

Because even a minimal consumption of alcohol can negatively influence an individual's performance, the Organization strictly prohibits any consumption of alcohol in situations where the employee may be returning to the workplace.

No employees will suffer an adverse employment action based on their off-duty use of cannabis away from work, and the Organization's drug screening practices with respect to cannabis are used solely to detect impairment.

### **3.10 Alcohol at Organization-Sponsored Events and on Organization Premises**

On occasion, alcohol is available at Organization-sponsored social events that are held off premises. At such events, employees may choose to purchase alcohol, but the Organization will not be purchasing alcohol for its employees. Additionally, alcohol will occasionally be available at community fundraisers held on Organization premises. Students will not be present for such fundraisers.

Employees who choose to consume alcohol at Organization-sponsored events or community fundraisers held on Organization premises are responsible for their own behavior and must remain professional at all times. The Organization requires employees to comply with legal requirements as to alcohol consumption and driving. The Organization strongly suggests that employees have a "Designated Driver" available should the need arise.

None of the Organization insurance carriers will be liable for the payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, athletic, or community fundraising activity that is not part of the employee's work-related duties.

### **3.11 Employment Testing and Health Examinations**

Following the acceptance of an offer of employment (i.e. a signed contract/offer letter), the Organization reserves the right to conduct drug screen tests, tuberculosis (TB) risk assessments, and/or tuberculosis (TB) tests, as part of the pre-employment process; and require an employee's participation in a health examination to determine the employee's ability for performing their essential job functions.

Following the extension of a conditional job offer, specific positions may require successful pass of a drug/alcohol screen and a job-related physical examination by a physician selected by the Organization before reporting to work. Testing requirements are fully set forth in the conditional offer of employment to the prospective employee well in advance of the start date.

The results of any health examination, tuberculosis (TB) risk assessment or test, or drug testing shall be kept confidential by the Organization subject only to legitimate requests for

*Pending Board Approval*

information from appropriate governmental agencies. The Organization is not liable for lab error.

The organization will reimburse the employee for any “out of pocket” fees, above the employee’s medical insurance, for any of the above referenced required state testing.

### **3.12 Reasonable Suspicion**

The Organization reserves the right to conduct drug/alcohol-screening tests when in its sole discretion there is reason to believe that the employee is under the influence of illegal or controlled substances, including alcohol, or when substance abuse, including alcohol, is affecting the safety, productivity, and/or work-related performance of any employee and the test can accurately identify impairment caused by use. An employee who is suspected of illegal or controlled drug and/or alcohol abuse (including the abuse of prescription drugs) will first be interviewed by a supervisor/manager. Should the supervisor observe behavior indicating impairment because of illegal or controlled substance, including alcohol, without any reasonable explanation or a reasonable suspicion is determined, the employee shall be required to undergo a drug and/or alcohol test. The employee shall be placed on paid administrative leave pending the outcome of the test. Should the test results indicate no use of illegal or controlled drugs or alcohol (including prescription drugs), the employee shall be reimbursed for the workdays missed during the suspension. Refusal to participate in the testing procedures will be grounds for immediate termination of employment. An employee may be disciplined, up to and including termination, if the test is positive. The Organization’s drug screening practices with respect to cannabis are used solely to detect impairment.

### **3.13 Reporting Substance Abuse**

Any employee who believes that a co-worker is in violation of the Drug and Alcohol-Free Workplace policy or related policies must immediately notify a supervisor. When an employee believes that supervisory staff is in violation of the Drug and Alcohol-Free Workplace policy, the employee must notify the Human Resources Department.

If an employee voluntarily enters rehabilitation for drug or alcohol abuse, a leave of absence will be granted.

### **3.14 Attendance**

As an employee of the Organization, you are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for your fellow employees and your supervisor. When you are absent, your assigned work must be performed by others.

*Pending Board Approval*

### 3.15 Absences

An absence is a failure to report to work as scheduled that is not due to a scheduled vacation or leave. If you are sick or injured and cannot come to work, the Organization needs your cooperation to properly cover your job. You must notify your supervisor/designee within one hour of your expected start time that you will be absent and when you will return to work unless an emergency prevents you from doing so. If you do not know your return date, you must call your supervisor/designee each day within one hour of the beginning of your regularly scheduled work time. Although voicemail may be available, the Organization expects you to speak directly with a supervisor/designee when you are unable to report to work.

Walking off shift, failing to report for a scheduled shift, and leaving early without supervisor permission are also grounds for discipline, including termination. If you are absent without communication to your Supervisor for one or more days, the Organization will assume you have voluntarily abandoned your job with the Organization unless a reasonable excuse is offered at the first opportunity and accepted by the Organization.

If you know in advance that you are going to be absent, you must schedule the absence with your supervisor at least one week in advance.

Excessive absences and failure to report absences on time may lead to discipline. Absences are excessive if they occur frequently (6 or more occasions in a rolling calendar year) and are not pre- approved; they may also be excessive if they show a pattern. Absences immediately before or after holidays and weekends are suspect.

The Organization reserves the right to request a physician's statement for absences due to illness or injury as permitted by law.

### 3.16 Tardiness

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal and rest periods or when required to leave on authorized Organization business. Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

We know that traffic or weather conditions may cause you to be late on occasion. If this happens, notify your supervisor that you will be late and when you will be able to report for work. However, you are expected to plan for traffic and weather problems and to allow for extra time to commute to work, if necessary.

Although voicemail may be available, the Organization expects you to speak directly with a supervisor when you will be late for work. You must call your supervisor as soon as possible.

You will be considered tardy if you are not signed in or clocked in and/or are not ready to

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begin work when your period begins.

Repeated or excessive tardiness will lead to disciplinary action up to and including termination of employment. Tardiness is excessive if you are frequently or unnecessarily late. You may also be excessively tardy if you demonstrate a pattern of tardiness.

### **3.17 Excessive Absenteeism and Tardiness**

Frequent or excessive absenteeism or tardiness affects the efficiency and effectiveness of the department or office, and will subject you to discipline, including possible termination.

In the case of absences or tardiness due to uncontrollable factors (such as personal health), every consideration will be given to the employee's circumstances. However, even in these situations, the Organization must also consider its business needs and therefore may not be able to accommodate such circumstances for extended periods.

### **3.18 Failure to Report an Absence**

Should you fail to report to work for one or more of your scheduled workdays without notice to, or approval by, your supervisor, you will be deemed to have voluntarily terminated your employment unless a reasonable excuse is offered at the earliest possible time and accepted by the Organization. Notifying a supervisor consists of speaking in person or by telephone with the supervisor or their superior. Voicemail or email messages do not constitute notifying the supervisor.

### **3.19 Grooming and Attire**

It is expected that employees will maintain a clean and neat appearance and will project a professional and businesslike image in dealing with other employees, students, parents, volunteers and the general public. Proper grooming and attire have a positive impact on the Organization's image.

The Organization reserves the right to define appropriate standards of appearance for the workplace. All employees are required to wear neat and clean clothing. Employees should dress professionally. Employees may not wear torn, ripped, or dirty clothing. The Organization will make reasonable accommodation for religious practices, including religious attire and grooming.

A good rule of thumb is that if you are not sure if something is acceptable, choose something else or inquire first. Any questions regarding the Grooming and Attire policy should be directed to your supervisor or the Human Resources Department.

In work areas that have approval for specified "dress down" or "casual" days,

*Pending Board Approval*



management shall determine appropriate attire standards for those days.

The Organization is committed to not discriminating against employees on the basis of race or religion, including protected hairstyles and religious dress and grooming practices. Contact the Human Resources Department if you require a reasonable accommodation to the Grooming and Attire Policy due to religious practice.

Violation of this Grooming and Attire policy will subject the violating employee to appropriate discipline and the employee may be sent home without pay to change their attire.

### **3.20 Customer Relations**

Our “customers” are our students and parents. Employees are expected to be polite, courteous, prompt, and attentive to every customer while in the course and scope of Organization business. When an employee encounters an uncomfortable situation that they do not feel capable of handling, their supervisor should be called immediately.

Customers are to be treated courteously and given proper attention at all times. Never regard a customer’s question or concern as an interruption or an annoyance. You must respond to inquiries from customers, whether in person or by telephone, promptly and professionally.

Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received.

Through your conduct, show your desire to assist the customer in obtaining the help needed. If you are unable to help a customer, find someone who can.

All correspondence and documents, whether to customers or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those whom we serve.

Never argue with a customer. If a problem develops or if a customer remains dissatisfied, please ask your supervisor to intervene.

We have developed certain guidelines to reflect what we believe are good business practices. We strive to develop and maintain a pleasant, efficient, and fair work environment that fosters cooperation and understanding. All employees are expected to be:

- On time and ready for work at the beginning of their workday
- Careful and conscientious in the performance of their work
- Respectful and considerate of others
- Courteous and helpful when dealing with other staff members and with volunteers,

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supporters, and the general public.

### 3.21 Confidentiality

Employees must keep matters relating to the Organization's business confidential. Business matters which must be kept confidential and not disclosed to anyone outside of the Organization includes but are not limited to any of the following items:

- Business or trade secrets and confidential proprietary information such as information regarding the development of systems, processes, products, know-how and technology.
- Intellectual property such as designs, ideas, or innovations.
- Organization business dealings.
- Organization financial documents, data, transactions, etc.
- Student information and records.
- Confidential financial data, or other non-public proprietary Organization information.
- Confidential information regarding business partners, vendors, or customers.

No employee may use trade secrets, or confidential or proprietary information obtained during or through employment with the Organization for the purpose of furthering current or future outside employment or activities, for obtaining personal gain or profit, or for any other purpose not related to the employee's work with the Organization. Proprietary information is information that is the property of the Organization and includes all information obtained by employees from the Organization during the course of their work. Confidential information is any Organization information that is not known generally to the public or the industry.

No employee may make unauthorized copies of Organization business matters, or information, or remove Organization business matters or information from Organization premises without authorization.

At no time may an employee disclose business or trade secrets, or confidential or proprietary information, without the Organization's prior consent, except as may be necessary in the ordinary course of performing their duties as an employee of the Organization.

Employees must promptly advise the Organization of any knowledge that they may have of any unauthorized release or use of the Organization's trade secrets, or confidential or proprietary information, and shall take reasonable measures to prevent unauthorized persons or entities from having access to, obtaining, or being furnished with any trade secrets, or confidential or proprietary information.

*Pending Board Approval*

During their employment, employees may not access confidential proprietary information which they are not authorized to access.

This policy also applies in a cybersecurity context.

This policy applies at all times during employment and at any time after termination of employment. Employees who violate this policy may be subject to discipline, including termination, and legal action.

Upon termination of employment, for any reason, employees must return all copies of documents pertaining to trade secrets, confidential, or proprietary information to the Organization, and employees must continue to maintain the confidentiality of such information. To the extent that such material is kept in electronic form, whether in a computer, a cell phone, or other electronic device or memory, including any online file system (e.g., Dropbox®, iCloud®, etc.), each employee must provide those records and documents to the Organization on an Organization -issued flash memory card or other device. Employees must otherwise delete and destroy such records and documents from their respective electronic devices and memory locations, including any backup records and documents on any device or any online file system. In the event an employee later discovers any other Organization records or documents, then they must either deliver them to the Organization or destroy them. The Organization does not agree to, nor authorize, the delivery of Organization records or documents to any third party.

Notwithstanding the above, employees are not barred from disclosing trade secrets, confidential, or proprietary information and information, actions, events, behavior, or other conduct in accordance with the Whistleblower Policy above.

Employment is contingent upon signing the Confidentiality Agreement included with your initial employment contract. Employees should contact their supervisors with any questions regarding these provisions prior to disclosure or use of confidential proprietary information.

### **3.22 Business Ethics and Conduct Policy**

The successful business operation and reputation of the Organization is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of the Organization is dependent upon our customers' trust, and we are dedicated to preserving that trust. Employees owe a duty to the Organization, its customers, and authorizing school districts to act in a way that will merit the continued trust and confidence of the public.

The Organization will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and

*Pending Board Approval*

intent of all relevant laws and Organization policies, and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and, if necessary, with the Human Resources Department for advice and consultation.

Compliance with this policy of Business Ethics and Conduct is the responsibility of every employee. Disregarding or failing to comply with this policy could lead to corrective action.

## **SECTION 4 - OPERATIONS**

### **4.1 Inclement Weather**

The Organization, through the Executive Office, may decide to close its offices due to inclement weather. All employees will be paid for such time off if normally scheduled to work that day and only for those hours which the employee would normally work.

When the Organization's offices are kept open during inclement weather conditions, all employees will be expected to make reasonable efforts to get to work. All employees who are unable to report to work should call their supervisor and report their absence as soon as possible prior to the start of their work shift. Employees unable to arrive for work will be charged their vacation hours. If no vacation hours are available, the absence will be unpaid.

### **4.2 Security and Safety**

The Organization has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to a supervisor or manager immediately. Secure your desk or office at the end of the day by following "end-of-the day" shut-down procedures. When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible. Do not leave your computer logged-on and accessible by others.

The security of our facilities and the welfare of our employees depend upon the alertness and sensitivity of every individual to potential security risks. Refrain from wearing headphones and earphones (except for company-issued Personal Protective Equipment (PPE) that will prevent you from hearing alerts and emergency notifications. You should immediately notify your supervisor when unknown or known persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

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Additional safety measures may be considered for employees that are victims of domestic violence, sexual assault, and stalking. If you feel that you are a victim of such situations and would like to know about or request additional safety measures, contact the Human Resources Department and the Security Coordinator.

### **4.3 Restraining Orders and Domestic Violence**

One issue that crosses from home to work is domestic violence. If you are being threatened at work, immediately tell your supervisor, the Human Resources Department, or the Police. These situations can be very dangerous for you and other employees.

If you have a civil order, like an Emergency Protective Order, a Stay-Away Order, or a Temporary Restraining Order, you should tell your supervisor and Human Resources Department about it. We will keep it on a confidential basis, and we will work with you to develop a workplace safety plan.

Employees are encouraged to team up with a co-worker leaving at the same time of day, as the parking lot may be dark. When leaving your vehicle in the parking lot, be sure to lock your vehicle to secure personal property and your safety when returning to your vehicle at the end of your shift. When you get into your vehicle, immediately lock your doors and fasten your seatbelt. When departing from the parking lot, and if you feel you are being followed, you should contact 911 via your cell phone or drive to the nearest police/sheriff station to get help. Once you have contacted the authorities and are safe, be sure to report any incidents to your site administrator or supervisor immediately.

In order to promote the safety of employees and Organization visitors, as well as the security of its facilities, the Organization reserves the right to conduct video surveillance of its premises at any time. Video cameras will be positioned in appropriate places within and around Organization buildings. The only exception to this policy is private areas of restrooms and designated lactation areas. Requests for additional guidance on workplace security procedures should be directed to the Security Coordinator.

### **4.4 Workplace Safety**

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. Report all work-related injuries or illnesses, no matter how minor, immediately to your supervisor and to the Human Resources Department.

The Organization adheres to a Code of Safe Workplace Practice. Compliance to the Code of Safe Workplace Practices is a requirement for the continuation of your employment.

Violations of the Code of Safe Practices shall lead to discipline. In compliance with California health and safety laws, and to promote the concept of a safe workplace, the

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Organization maintains an Injury and Illness Prevention Program and Safety Manual. All employees should be aware of where the Injury and Illness Prevention Program Guide and Safety Plans are located at their worksite.

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

In compliance with the Asbestos Hazard Emergency Response Act, information on asbestos at Organization sites can be found in site-specific Asbestos Management Plans. To review the Asbestos Management Plan for a given site, please contact the Safety Manager.

The Organization requires that all equipment be in proper working order and safe to work with at all times. If any equipment breaks down, do not use it until a qualified technician makes sure that it is repaired and safe.

Never try to fix broken equipment yourself. Tell your supervisor of any equipment breakdown as soon as it happens. If the breakdown requires emergency repairs, your supervisor will deal with the emergency situation as soon as possible.

From time-to-time the Organization conducts formal safety training. Your attendance at safety training sessions is mandatory. The Organization also provides information to all employees through bulletin board postings, memos, or other written communication.

#### **4.5 Communicable Illness**

The Organization regards employees' health and wellness as a prime concern. All employees are to adhere to basic health guidelines by practicing good hand hygiene and respiratory etiquette. It is recommended that employees give careful consideration to reporting to the workplace when experiencing a communicable illness.

The Organization's decisions involving persons who have communicable illness shall be based on current and well-informed medical and legal guidance concerning the illness, the risks of transmitting the illness to others, the symptoms and special circumstances of each individual who has a communicable illness, and a careful weighing of the identified risks and the available alternative for responding to an employee with a communicable illness.

The Organization will not discriminate against an employee based on the individual having a communicable illness. It is permissible and legal for management to ask employees who appear to have symptoms to go home and not return to work until they have recovered. The Organization will comply with applicable laws and regulations that protect the privacy of an employee's medical information.

If applicable, any and all health and safety provisions specified in the Organization's Charter or Memorandum of Understanding with the authorizing school district are hereby incorporated into this Handbook.

*Pending Board Approval*

#### **4.6 Safety Suggestions**

You are encouraged to suggest better and safer methods and routines. Please present and discuss your suggestions with your supervisor, the Safety Manager, or Human Resources Department. You have the right to report safety and security related matters anonymously to our Safety Manager without fear of retaliation.

#### **4.7 Safety Equipment**

If needed or legally required, the Organization will provide you with Personal Protective Equipment (PPE) Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor.

Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to discipline.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the Human Resources Department and their supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

#### **4.8 On-The-Job Injuries**

Every employee is responsible for their own safety as well as others in the workplace. To achieve our goal of maintaining a safe workplace, everyone must be safety conscious at all times.

If you are injured on the job, no matter how minor, you must notify a supervisor immediately. Under workers' compensation law, you will receive help if you are injured. If necessary, an ambulance may be called to provide emergency medical care. If the injury is less serious, the supervisor must make arrangements to have the employee taken to a doctor. Injured employees will be referred to an Organization-designated Medical Provider Network physician for medical treatment unless the employee has Pre-designated a Personal Physician in writing before an injury occurs. However, in emergency situations, this may not be possible or practical.

All newly hired employees will be provided with workers' compensation information and the Medical Provider Network. For additional information, please contact the Human Resources Department.

#### **4.9 Workers' Compensation Insurance**

The Organization provides Workers' Compensation insurance coverage for all employees to protect them in the event of an on-the-job injury, illness, or exposure. The Organization pays

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the full cost of the insurance. If the applicable insurance carrier determines that you cannot work because of a work-related injury, illness, or exposure, you will be placed on a Workers' Compensation leave of absence in accordance with the laws of the State of California. A Workers Compensation leave may be designated in conjunction with State and Federal family and medical leaves.

You must notify your supervisor immediately upon knowledge of any accident, injury, illness, or occupational exposure. Failure to report any accident, injury, illness, or occupational exposure may result in discipline.

Your supervisor, in conjunction with the Human Resources Department, will take the necessary steps, in accordance with applicable state law, to report a Workers' Compensation injury.

#### **4.10 Ergonomics**

The Organization is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. The Organization will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. The Organization encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

The Organization believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being and is essential to our business. We intend to provide appropriate resources to create a risk-free environment. If you have any questions about ergonomics, please contact the Safety Manager or the Human Resources Department.

#### **4.11 Workplace Smoking Ban**

The Organization is committed to providing a healthy and safe workplace. Smoking, vaping, or use of any tobacco product or e-cigarettes is strictly prohibited in any Organization building or within 25 feet of it, or in any enclosed premises of the Organization, including restrooms. Smoking will be permissible in outside areas designated by the Organization. This policy applies to all employees, customers, and visitors. Smoking is prohibited while inside Organization-owned, rented, or leased vehicles.

#### **4.12 Housekeeping**

All employees are expected to keep their work areas clean and organized. Common areas such as lunchrooms, locker rooms and rest rooms should be kept clean by those using them. Please clean up after meals. Please dispose of trash properly.

*Pending Board Approval*



#### **4.13 Solicitations**

No soliciting or distribution is allowed during working time (working time means times when you are expected to be performing your work duties, as opposed to non-working time such as rest and meal periods and before and after your shift) or in working areas (working areas means areas where work duties are being completed, as opposed to nonworking areas such as break rooms and parking lots). We recognize an employee's right to be provided with working conditions free from the distractions which could result from fund-raising appeals or other solicitations on Organization premises.

The Organization recognizes the importance of community outreach and may engage in certain fund-raising campaigns for 501(c)3 Non-Profits only. Special campaigns on Organization premises may be conducted upon specific approval from Executive Management after liability review. Employee participation is completely voluntary and is not intended to interfere, advance, conflict, or be discriminatory in nature to an employee's employment relationship with the Organization. We respect an employee's individual right to voluntarily contribute to such campaigns.

#### **4.14 Conducting Personal Business**

Employees may not conduct personal business or business for another employer on Organization premises. However, employees may conduct reasonable personal business on Organization premises in case of emergency, or during meal or break periods, provided Organization property is not used in ways prohibited by Organization policies.

#### **4.15 Organization Property**

Lockers, desks, vehicles, computers, Internet access, and certain other property, are property of the Organization and must be maintained according to Organization rules and procedures. Organization property must be used only for work-related purposes, unless otherwise specified below. The Organization reserves the right to inspect all of its property to ensure compliance with its rules and procedures, without notice to the employee and/or in the employee's absence.

Telephones, voicemail and/or electronic mail (e-mail) and Internet access are to be used for business purposes, unless otherwise specified below. Chatting online, instant messaging, surfing and other similar misuses of Organization time, property and Internet services are strictly prohibited. Transmitting, retrieving, downloading, or storing messages or images that are offensive, derogatory, defamatory, off-color, sexual in content (including all forms of pornography) are considered inappropriate in the business environment. Gambling, monitoring sports scores and playing electronic games are also restricted activities on Organization time.

The Organization reserves the right to listen to, monitor and record Organization phone and voicemail messages and to access and disclose Organization computer files, e-mail messages

*Pending Board Approval*

and Internet records to ensure compliance with this policy, without notice to the employee and/or in the employee's absence. Employees should not have, and do not have, an expectation of privacy in their workplace electronic communications, including e-mail messages and their use of the Internet. Violation of these guidelines may result in discipline.

It may be necessary to assign and/or change passwords and personal codes for Organization voicemail, e-mail, and computers. These items are to be used for the Organization's business and they remain the property of the Organization. The Organization may keep a record of all passwords/codes used and/or may be able to override any such password system.

#### **4.16 Return of Organization Property**

Any Organization property issued to you, such as keys, tools, badges, cell phones or any other items issued must be returned to the Organization at the time of your termination. You will be responsible for any lost or damaged items.

Regardless of whether your employment ends on a voluntary or involuntary basis, it is your responsibility to return all equipment, computers, telephones, Organization passwords, tools, keys, clothing, or any other property issued to you by the Organization. Failure to return property in good working condition may result in your being invoiced for the fair market value of such property in accordance with applicable state law.

#### **4.17 Personal Property/Employee Property**

Employees should not leave or store personal belongings of value in the workplace, for security reasons. The Organization is not responsible for personal belongings that are lost or stolen.

Terminated employees should remove all personal items at the time they leave the Organization. Personal items left in the workplace by previous employees are subject to disposal if not claimed at the time of the employee's termination.

#### **4.18 Searches and Inspections**

The Organization believes that maintaining a workplace that is free of weapons, illegal or controlled drugs, alcohol, and other harmful materials is vital to the health and safety of its employees and to the Organization's success. Accordingly, the Organization has established this Policy concerning inspections, searches, and monitoring on Organization premises. The Organization intends to protect against the unauthorized use and removal of Organization property. In addition, the Organization intends to assure its access at all times to Organization premises and Organization property, equipment, records, documents, and files. This Policy applies to all employees of any and all subsidiaries and/or affiliates.

*Pending Board Approval*

For purposes of this Policy:

“Prohibited materials” means firearms or other weapons; explosives and/or hazardous materials or articles; alcoholic beverages, illegal drugs, or other controlled substances; drug-related paraphernalia; and Organization property that an employee is not authorized to have in their possession.

“Organization property” includes all documents, records, software, data, and files belonging and relating to Organization business; and all inventories, equipment, hardware, and other property of any kind, whether owned, leased, rented, or used by the Organization.

“Reasonable suspicion” includes a suspicion that is based on specific and articulable personal observations such as an employee’s manner, disposition, muscular movement, appearance, behavior, speech, or breath odor; information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable; or a suspicion that is based on other surrounding circumstances.

“Possession” means that an employee has the substance on their person or otherwise under their control on Organization property.

In order to assure access at all times to Organization property, and because employees properly in possession of Organization property or information related to Organization business may not always be available to produce the property or information when needed in the ordinary course of Organization business, the Organization reserves the right to conduct a routine inspection or search at any time for Organization property on Organization premises. (In addition, the Organization reserves the right to access information and communications and e-mail stored in Organization computer files, on Organization disk drives, and in employee voice mailboxes).

Routine searches or inspections of Organization property may include an employee’s office, desk, file cabinet, closet, computer files, voice mail, e-mail, Internet records or similar places where employees may store Organization property or Organization-related information, (whether or not the places are locked or protected by access codes). Employees should have no expectation of privacy with regard to these areas.

Because even a routine search for Organization property might result in the discovery of an employee’s personal possessions, all employees are encouraged to refrain from bringing into the work place any item of personal property that they do not wish to reveal to the Organization during the course of an inspection. Inspections or searches for prohibited materials in or on Organization premises also will be conducted whenever the Organization has reasonable suspicion to believe that a particular employee (or other employees) may be in possession of such materials in violation of this Policy.

In cases involving an inspection or search of an employee’s pockets, purse, briefcase, or other item of personal property that is being worn or carried by the employee, the employee will be requested to conduct a self-search (i.e., by turning out or emptying pockets, purses, etc.) in the

*Pending Board Approval*

presence of an observer.

Employees who refuse to cooperate during an inspection or search will not be forcibly detained or searched. They will be informed, however, that the Organization will base any corrective action decision on the information that is available, including their refusal to consent to the search as well as the information that gave rise to a reasonable suspicion that the employee was in possession of prohibited materials, if applicable, and that their failure or refusal to cooperate could deprive the Organization of information that may clear them of suspicion. In addition, the Organization reserves the right to take appropriate action to prevent the unauthorized removal of Organization property from Organization premises.

The Organization reserves the right to monitor the use by employees of Organization telephones, computer networks, and electronic mail systems. Monitoring may be performed by observation, or through aural, mechanical, electronic, or other means.

Monitoring of Organization property (as referenced above) may take place on a regular or random basis and will be used to monitor an employee's job performance, for training or quality control purposes, or in instances in which the Organization has a reasonable suspicion that an employee is using Organization property in an unauthorized manner.

All inspections or searches of Organization property may be conducted as necessary and will be approved in advance by the Human Resources Department, who will inform supervisors of the impending inspection prior to its occurrence.

Employees who are found to be in possession of prohibited materials in violation of this Policy and the Drug and Alcohol-Free Workplace policy, or employees who are found to have used Organization property in an unauthorized manner, will be subject to discipline regardless of the Organization's reason for conducting the search, or inspection or monitoring.

Any prohibited materials, or any materials that are suspected of being prohibited by this Policy, that are found in an employee's possession during an inspection or search will be collected by the Organization or by the independent security service, and will be placed in a container, sealed, and marked with (1) the date collected, (2) names of persons present, (3) circumstances of discovery, and (4) a general description of the contents placed in the container.

The employee who was in possession, or who was suspected of being in possession of the prohibited materials will be given a receipt for the materials collected during the search. If, after further investigation, it is determined that the materials collected were not prohibited by this Policy, the collected materials will be returned to the employee, except as provided below, and a receipt will be obtained from the employee. In cases in which it is suspected that the collected materials consist of illegal drugs or other controlled substances, the Organization will arrange for disposition in accordance with advice from the Drug Enforcement Administration or other appropriate law enforcement authorities. In cases in which the collected materials consist of, or are suspected of consisting of, firearms or other weapons, explosives, or other hazardous materials or articles, the Organization reserves the right to dispose of the materials in whatever manner it deems to be in the interest of its employees' safety or to return the materials to the

*Pending Board Approval*

employee at a designated time and location.

In cases in which it is suspected that the collected materials consist of illegal drugs or other controlled substances, the Organization reserves the right to arrange for the materials to be tested and to be notified of the results, for the purpose of determining whether the employee has violated this Policy.

Supervisors should restrict communications concerning a violation or possible violation of this Policy to persons who have an important work-related reason to know.

#### **4.19 Organization Equipment and Technology**

The Organization maintains all rights pertaining to the use of its equipment. All Organization equipment, including desks, computer systems, computer software, diskettes, computer or computing device—specifically including but not limited to laptops, iPads, workstations, printers, servers, and handhelds—is to be used for Organization business only.

The Organization maintains all rights pertaining to the use of its resources. All Organization resources—specifically including but not limited to its electronic network, electronic mail, voicemail, and the data residing on its computer systems—are to be used for Organization business only, unless otherwise stated in this Handbook.

The primary purpose of the electronic mail (email) is to expedite necessary business communications between two or more individuals. Use of e-mail is a privilege and may be revoked at any time.

All employees are expected to maintain proper and ethical use of electronic mail.

#### Employee Privacy

Neither permission to use the Organization's computing resources, nor the issuance to any employee of a password, authentication credential, or digital certificate confers any right of privacy upon any employee of the Organization. Thus, employees must not expect that any information maintained on or transferred over the Organization's systems, including electronic and voicemail messages, are private.

Employees are encouraged and advised to retain personal records and engage in personal business using personal equipment at home, as employees have no right to privacy for information contained on the Organization's computer, electronic or telephonic systems.

**DO NOT USE ORGANIZATION EQUIPMENT, COMPUTERS, OR INFORMATION SYSTEMS, FOR NON-ORGANIZATION BUSINESS, UNLESS OTHERWISE STATED IN THIS HANDBOOK.**

*Pending Board Approval*

## Organization Access to Information

At all times, the Organization retains the right to access and search all directories, indices, diskettes, files, databases, e-mail messages, and other electronic transmissions contained in, or used in conjunction with, the Organization's computer, electronic, and voicemail systems and equipment without prior notice. This right applies both during your employment with the Organization, as well as after its cessation, whether the cessation is voluntary or involuntary, or by death or disability.

The Organization purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the Organization does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. The Organization prohibits the illegal duplication of software and its related documentation.

The Organization retains the right to enter any of its systems or any system connected to its network, at its sole discretion. The Organization reserves the right to monitor the use by employees of Organization telephones, computer networks, and electronic mail systems. Monitoring may be performed by observation, or through aural, mechanical, electronic, or other means. Monitoring may take place on a regular or random basis and may be used to monitor an employee's job performance, for training or quality control purposes, or in instances in which the Organization has a reasonable suspicion that an employee is using Organization property in an unauthorized manner, or other lawful reasons.

Employees should not place any personal information on the Organization's computer system.

Computer, electronic, or voicemail messages deleted or erased by employees may remain stored in the Organization's computer or telephone systems. Accordingly, the Organization retains the right to access computer, electronic, and voicemail messages for as long as the information may be obtained from any source.

Employees should notify their immediate supervisor, the Human Resources Department, or any member of management, upon learning of violations of this policy. Employees who violate this policy will be subject to discipline.

## Appropriate Use

Employees are expected to present a professional and business-like image when using Organization technology and e-mail. Employees may not send offensive or discriminatory messages, nor may they access inappropriate images or materials. Employees will be subject to discipline, for violations of this rule.

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## Passwords

Passwords, authentication credentials, and/or digital certificates are designed to allow employees access to all or part of the Organization's computer, electronic, and/or telephone systems, and to prevent unauthorized access to information. Employees are expected to maintain their passwords as confidential and must not access co-workers' systems without express authorization.

In the event of the cessation of employment, you will deliver to the Organization, if requested, all passwords or other authentication credentials to access all Organization documents, disks, computer, electronic or voicemail systems, whether these were issued to by the Organization or created by you or any other party.

### **4.20 Internet Usage**

Internet access to global electronic information resources on the World Wide Web is provided by the Organization to assist employees in obtaining work-related data and technology. Remember, the truth and accuracy of information on the Internet should be considered suspect until confirmed by a separate reliable source. The following guidelines have been established to help ensure responsible and productive Internet usage. While Internet usage is intended for job-related activities, incidental and occasional brief personal use is permitted within reasonable limits.

All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of the Organization and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in Internet email messages and other transmissions is accurate, appropriate, ethical, and lawful.

The equipment, services, and technology provided to access the Internet remain at all times the property of the Organization. As such, the Organization reserves the right to monitor Internet traffic, and inspect, retrieve and/or read any data composed, sent, or received through our online connections and stored in our computer systems.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or similarly disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, gender identity, gender expression, or any other characteristic protected by law.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did

*Pending Board Approval*

not create material, does not own the rights to it, or has not received authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

To ensure a virus-free environment, no files may be downloaded from the Internet without prior authorization from your Supervisor. Downloading of any executable files or programs which change the configuration of your system by anyone other than Information Systems personnel is prohibited. Installing programs or accessing sites that circumvent the Organization's Internet filtering system is prohibited.

In addition to this policy, employees must also comply with the other applicable policies contained in this Handbook, including but not limited to the Organization's Social Media policy.

Employees may also be held personally liable for any violations of this policy. The following behaviors are examples of previously stated or additional actions and activities that are expressly prohibited and can result in discipline:

- Sending or posting discriminatory, harassing, or threatening messages or images
- Using the Organization's time and resources for personal advantage
- Stealing, using, or disclosing someone else's code or password without authorization
- Copying, pirating, or downloading software and electronic files without permission
- Sending or posting trade secrets or confidential proprietary information such as information regarding the development of systems, processes, products, know-how and technology outside of the Organization
- Violating laws protecting the privacy of student information
- Violating copyright law
- Failing to observe licensing agreements
- Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted internet services and transmissions
- Participating in the viewing or exchange of pornography or obscene materials
- Sending or posting messages that defame or slander other individuals
- Malicious tampering with or attempting to break into the computer system of another organization or person
- Refusing to cooperate with a security investigation
- Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities
- Using the Internet for any sort of gambling
- Jeopardizing the security of the Organization's electronic communications systems
- Sending or posting messages that disparage another organization's products or services
- Passing off personal views as representing those of the Organization
- Engaging in any illegal activities

Abuse of the Internet access provided by the Organization in violation of law or

*Pending Board Approval*



Organization policies will result in discipline.

Refer to Section 3.3 of this Handbook for the Organization's Social Media Policy. Both the Social Media and the Internet Usage policies must be followed.

#### **4.21 Employee Emails**

Routine emails generated by personnel will automatically be deleted from the Inbox, Sent and Deleted folders 180 days after they are generated. All personnel are to move any e-mails requiring retention beyond this period to a specific folder other than Inbox, Sent or Deleted.

#### **4.22 Personal Use of Organization Telephones**

Personal telephone calls should generally not be made during work time, except in the case of an emergency. Instead, they should be made during breaks or meal periods. Because telephones are a significant expense to the Organization, you should not use Organization telephones (including Organization-owned cell phones) for personal calls, unless it is an emergency. If you must make a personal call either during work hours or from an Organization telephone, please practice discretion and refrain from doing so in the presence of customers, vendors or visitors. Should circumstances require that you place a long-distance call, we ask that you use a personal calling card, call collect, or ask for authorization from your supervisor.

If the Organization determines that an employee is using Organization telephones to conduct personal business or is making or receiving excessive personal calls during work hours (whether or not using an Organization telephone), the employee may be subject to discipline or may be asked to pay for the charges associated with use of the Organization telephone.

#### **4.23 Cell Phone Usage**

The Organization provides cellular telephones to some employees as a business tool. They are provided to assist employees in communicating with management and other employees, their customers, associates, and others with whom they may conduct business. Organization cell phone use is primarily intended for business-related calls but may be used for personal reasons in emergency situations. 411 Calls are to be made only when business and telephone directories are not readily available. *Downloads* and *text messaging* are for business purposes only.

However, occasional, brief personal use is permitted within a reasonable limit. Cell phone invoices will be regularly monitored.

Employees may have access to a cell phone while in their cars and should remember that their primary responsibility is driving safely and obeying the rules of the road. Employees are prohibited from using cell phones for any reason when driving an Organization-provided vehicle or when driving on Organization business, unless they are using hands-free technology.

*Pending Board Approval*

As employees of the Organization, cell phone users are reminded that the regular business etiquette employed when speaking from office phones or in meetings applies to conversations conducted over a cell phone.

#### **4.24 Use of Personal Cell Phones and Pagers**

All use of personal cell phones during work hours is not allowed. Personal cell phones should remain in silent mode or turned off during working hours. Use of personal cell phones is limited to break and mealtimes only.

##### Use Of Personal Mobile Devices

Employees are not permitted to use any personal mobile device to store Organization information, communicate, transmit and/or connect to the Organization's computer systems or otherwise conduct any Organization business, unless agreed to in advance by the Organization.

Personal mobile devices ("PMD") include any technology resources not owned or issued by the Organization. PMD's include, but are not limited to, the following: computers (desktop and portable), tablets (iPads), cameras, cellular or home telephones, pagers, personal data assistants, fax machines, copiers, printers, scanners, wearable technology, and any other products, communication systems and/or services that permit access to Organization information, networks, databases, services and/or resources for Organization use.

The Organization reserves the right to revoke and/or change an employee's eligibility for PMD use and/or access at any time in its sole discretion. The Organization reserves the right to disconnect any PMD'S to the Organization's computer systems and discontinue use, without notification to the employee, at any time. Use will be discontinued immediately if employment ends for any reason.

Employees who use PMDs agree to protect all Organization information stored or transmitted by PMD's. Any Organization information, including, student contact information, data, and communications transmitted or stored on an approved PMD is Organization property. Employees may not initiate wiping any portion of the PMD containing Organization information, without the express authorization of the Organization's IT Department.

If you choose to connect personal or Organization devices to the Organization's computing and communication systems, you should be aware that the Organization may remotely "wipe" all information on any device that has been configured to access the Organization's systems without any notice. If the Organization chooses to exercise this option, all information on the device will be remotely deleted and reset to its factory settings. This could occur if the device is lost, when your employment ends, or at other times during your employment. The Organization will not be responsible for loss or damage of personal applications or data resulting from the use of Organization applications or the wiping of Organization information. You must notify IT immediately in the event an authorized personal device is lost or stolen.

*Pending Board Approval*

Cloud-based applications or backup that allows Organization-related data to be transferred to unsecure parties are prohibited. Additionally, personal devices may not be synchronized to other devices that have not been authorized. Making any modifications to the device hardware or software beyond authorized and routine installation updates is prohibited unless approved by IT. You may not use unsecure Internet sites.

Non-exempt associates may not use their personal devices for work purposes outside of their normal work schedule without authorization in advance from management. Additionally, any employee who is on unpaid leave may not use a personal device for work without authorization from management. The Organization reserves the right to deactivate the Organization's application and access on the employee's personal device during periods of leave.

While using for work-related purposes, you are expected to exercise the same discretion in using your personal device(s) as is expected for the use of Organization devices. Organization policies pertaining to harassment, discrimination, retaliation, trade secrets, confidential information and ethics apply to the use of personal devices for work-related activities. Audio and/or video recording anywhere on Organization property during working time (breaks are not considered working time) is prohibited.

Upon request by the Organization and/or upon termination of employment, employees who have sent or received any Organization-related emails, documents, or any confidential information on any PMDs must delete any such Organization information from each of their PMDs in their possession in front of a Human Resources representative or another authorized Organization representative, regardless of how such information was placed on their electronic device. Upon further request, the employee will show such Organization representative that no files or other Organization information still exists on the employee's PMD(s).

#### **4.25 Keys and Key Cards**

Certain positions within the Organization, approved by a member of the management team, will be issued a key/key card to the premises. Each individual to whom an Organization key/key card is given is responsible for proper use of that key/key card and will be required to sign for it. A lost or misplaced key/key card must be reported immediately. Never duplicate or loan a key/key card to anyone for any reason. Keys/key cards must be returned in the exit interview to either the Human Resources Department or a direct supervisor. Employees who take a leave of absence must turn in any keys prior to beginning their leave.

#### **4.26 Media**

The Organization strives to anticipate and manage crisis situations in order to reduce disruption to our employees and to maintain our reputation as a high-quality organization. To best serve these objectives, the Organization will respond to the news media in a timely and professional manner only through the designated spokespersons. Only Officers of the

*Pending Board Approval*

Organization are authorized to speak on behalf of the Organization. Please refer all inquiries to the CEO. If unavailable, please refer inquiries to any Cabinet member. Events may occur at our locations that will draw immediate attention from the news media. It is imperative that one person speaks for the Organization to deliver an appropriate message and to avoid giving misinformation in any media inquiry. Every employee is expected to adhere to the following media policy. Answer all media/reporter questions like this: “I am not authorized to comment for the Organization or I do not have the information you want. Let me have our public affairs office contact you.”

#### **4.27 Publicity**

In the course of advertising, public relations or other similar conduct for business purposes, the Organization may utilize media resources. With employee prior consent, the Organization may use employee photographs, pictures, and/or voice transcriptions for promotion or advertising at any time without compensation.

#### **4.28 Internal Communication**

We use bulletin boards, Intranet, and office email to communicate important information to employees on a regular basis. Each of our employees is responsible for reading posted or distributed information on a timely basis.

#### **4.29 Business Travel and Use of Organization Vehicles**

Employees who drive an Organization vehicle (a vehicle owned, rented, or leased by the Organization) will be required to show proof of a current driver’s license. Employees who drive a non-Organization vehicle (a vehicle that is not owned, rented, or leased by the Organization) for Organization business will be required to show proof of a current driver’s license and proof of California minimum insurance. The Organization participates in a system that checks the DMV records of all such employees, with employee consent.

Before an employee may engage in Organization business travel or drive an Organization vehicle, the employee must speak with the Business Department regarding additional policies. The Business Department must verify that the employee meets Organization requirements for business travel and use of Organization vehicles, and the employee must agree to the additional Organization policies regarding business travel and use of Organization vehicles. All employees are prohibited from engaging in Organization business travel and driving Organization vehicles until this process has been completed.

Employees will be reasonably reimbursed for mileage. Reimbursement rates are subject to change at the Organization’s discretion, but the rate will always be at least that of the Internal Revenue Service.

*Pending Board Approval*

If an employee whose position involves any driving is unable to maintain a valid California driver's license, obtain or maintain insurance coverage for his or her own vehicle, and/or is declined coverage as a driver by the Organization's insurance carrier, management shall decide whether that employee will be terminated, retained, transferred, or have his or her hours adjusted based upon management's judgment of the Organization's needs.

Only hands-free technology cell phone use is permitted while driving on Organization business or when driving an Organization vehicle. In the event of a traffic accident, employees are encouraged to cooperate fully with law enforcement authorities, collect as much information as possible and return it to the Human Resources Department. Employees injured as a result of the accident should seek immediate medical care and report information concerning the accident following receipt of medical treatment.

### General Driving Safety:

#### PREPARING AND PLANNING

Poor weather conditions such as rain, ice, snow, high winds, and fog will reduce visibility. They will also reduce the ability to stop quickly and affect steering and braking. In addition, traffic congestion may cause long delays or cause rerouting onto unfamiliar roads. The following advice will help you judge when it is safe to drive:

- Ensure the vehicle is in good working order.
- Spend time planning the route.
- Consult the Internet for driving directions and maps.
- Dress appropriately for the weather conditions.
- Carry food and warm drink in case the journey becomes prolonged or delayed.
- Do not drive if suffering from illness.
- Remember that prescription drugs can cause drowsiness.
- Be prepared to delay or cancel the trip if weather or traffic conditions worsen.
- Maintain contact with the Organization to apprise them of your whereabouts at all times.

#### SEAT BELTS SAVE LIVES

All available evidence shows that people are much less likely to be hurt in an accident if they are wearing a seat belt.

It is Organization policy that all drivers wear their seatbelt at all times when operating an Organization-provided vehicle and while driving on Organization business. There are no exceptions to this rule as it is the law. If you have an accident and are cited for not wearing a seatbelt, you may face discipline.

#### KEEP A SAFE DISTANCE

Failure to stop a car in time is one of the most dangerous and common mistakes that

*Pending Board Approval*

drivers make. To ensure safety, drivers must be confident that a complete stop can be made in the distance that is seen to be clear.

Typical stopping distances are listed below to help driver's judge safe speeds.

In good road conditions:

- At 30mph: The average car stops in 75 feet
- At 60 mph: The average car stops in 240 feet, or 18 car lengths

## SAFE DRIVING

It is important that you drive safely at all times. Do not engage in distracting activities such as reading, eating, make-up application, attending to children, or making calls on a hand-held cell phone.

While driving on Organization business or while driving an Organization vehicle, you are responsible for complying with all traffic, parking and other vehicular laws. You will be individually responsible for all driving, traffic, parking, etc. violations that you commit.

### 4.30 Outside Use of Organization-Provided Equipment

Some employees use Organization-provided equipment outside of the standard work environment as a regular part of their job. If you use Organization-provided equipment, you are responsible for:

- Ensuring the equipment is properly maintained and that only Organization authorized personnel performs all maintenance or repairs to the equipment.
- Ensuring that Organization equipment is not used in an unauthorized manner. You are the only one authorized to use the equipment. Third parties are not authorized to use your equipment unless approved, in advance, by senior management.
- Taking adequate safeguards to avoid loss, damage, or theft. If loss, damage, or theft occurs and it is determined to have occurred due to your negligence, the Organization may take discipline and/or you may be financially responsible for repair or replacement costs.
- Immediately reporting to your supervisor all incidents of loss, damage, or theft including a written account describing the events surrounding the incident. If necessary, a police report must be filed.
- Immediately returning all Organization-provided equipment when you transfer, are reassigned, or terminate employment.

### 4.31 Organization-Sponsored Social and Recreational Activities

The Organization may from time to time sponsor social and/or recreational activities for its employees. Employee attendance at such activities is completely voluntary and is not work-

*Pending Board Approval*

related. Neither the Organization nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of any employee's voluntary participation in any activity that is not part of work-related duties.

## SECTION 5 - EMPLOYEE BENEFITS

### 5.1 Eligibility

Regular, full-time employees are those who regularly work at least thirty-two (32) hours per week. Generally and unless otherwise stated, they will be entitled to participate in the employee benefits offered by the Organization.

For more information about insurance, benefits, and eligibility, please contact our Human Resources Department.

### 5.2 Vacation Time

We offer paid vacation time to eligible employees for their rest and recreation away from work. Because we believe that time away from work is beneficial for rest and rejuvenation, we do not allow staff members to take pay in lieu of vacation time.

#### Accrual:

Employees eligible to earn vacation as described below are eligible to begin accruing vacation on their first day of full-time employment.

**Regular, full-time classified** employees (non-Directors and non-Certificated) accrue a maximum of 5 days of paid vacation per calendar year.

Effective as of July 1, 2023, **regular full-time Coordinators/Assistant Directors (classified and/or certificated)** accrue a maximum of 10 days of paid vacation per calendar year.

**Regular, full-time Directors (classified and/or certificated)** accrue a maximum of 15 days of paid vacation per calendar year.

Certificated employees (other than full-time Directors and Coordinators/Assistant Directors), and part-time, seasonal, and temporary employees are **not eligible** for vacation benefits.

To earn vacation time, an employee must be "actively employed." "Actively employed" does not include any period of unpaid absence, and no vacation time shall be earned during such absence. Employees out on paid sick time will still be accruing vacation time.

*Pending Board Approval*

To use accrued vacation time, new hires must be employed for a period of 90 calendar days.

Cap:

An employee may roll-over up to 40 hours per year (the year begins July 1). The maximum benefits that an employee may have at any time will equal two year's benefits. If an employee's earned but unused benefits equal the total maximum benefits that the employee could earn, the employee will not accrue any additional benefits. If the employee later uses enough benefits to fall below the maximum, he or she will resume earning benefits from the date forward.

Use:

You should tell your supervisor as early as possible the dates you want for vacation time. The date on which the employee's vacation takes place should be arranged 30 days or more in advance, and the dates must be approved by the employee's supervisor. Vacation dates shall be arranged so as not to conflict with departmental peak work periods and shall not be arranged in a manner that might cause undue hardship to the Organization.

Every effort will be made to accommodate your request. Conflicts concerning priority for vacation dates will be resolved by seniority and date of vacation request, subject, of course, to our staffing requirements. Extenuating circumstances will be reviewed by a supervisor. Employees may utilize vacation time to observe religious holidays not covered in the Holiday policy (refer to Section 5.4 below). Vacation time may be used when an employee is unable to report to work due to severe weather conditions.

Accrued vacation must be taken in increments of no less than one day. Employees may not take more than 1 week of vacation time at any one time without the approval of management.

The Organization reserves the right to require employees to utilize their accrued vacation or to pay them for accrued vacation when the Organization deems it necessary.

Payment:

Payment of vacation time shall be made at the employee's regular rate of pay at the time of vacation and shall not include any premium or differential payment. Vacation time is not considered "hours worked" for purposes of calculating overtime. Employees who quit or are terminated will be paid their accrued and unused vacation benefit upon termination.

### 5.3 Sick Time

We provide paid sick time to eligible employees to provide protection against loss of income if you are ill or injured or if you need time off from work for necessary or routine health care for yourself or an immediate family member. Immediate family includes: a biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands in loco

*Pending Board Approval*



parentis; a biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor; a spouse; a registered domestic partner; a grandparent; a grandchild; a sibling; or a designated person. "A designated person" is a person the employee identifies at the time the leave is requested. Employees are limited to one "designated person" in a 12-month period. The designation of sick leave taken for a family member shall be made at the sole discretion of the employee.

Accrued paid sick leave time is available to all employees who have worked in California for 30 or more days within a year from the beginning of employment. As the Organization continues to grow and expand outside of its current area of operation, other state, city, and local ordinances may become applicable. The Organization intends to comply with all applicable laws regarding sick leave. If you have any questions about a local law and its applicability, please do not hesitate to talk to Human Resources.

#### Accrual:

Accrual of paid sick leave shall begin on the first day of employment.

All employees of the Organization, including part-time, seasonal, and temporary employees, will earn at least one hour of paid sick leave for every 30 hours worked but total accrued sick leave may not exceed forty-eight (48) hours or six (6) days.

Unused accrued paid sick leave shall carry over to the following year of employment.

No paid sick leave will accrue during an unpaid leave of absence.

The Organization shall provide employees with written notice of the amount of paid sick leave available for use each payday on the employee's paycheck or in a separate writing.

#### Use:

Eligible employees who are ill or injured and anticipate being away from work for more than 5 business days should speak with their health care provider or our Human Resources Department for information about Leave of Absence (LOA) or State Disability Insurance benefits.

#### Basis for Paid Sick Leave

Paid sick leave may be used for the following purposes:

1. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's immediate family member;
2. Bereavement (beyond the provided bereavement leave amount) or public emergencies; and
3. For an employee who takes time off pursuant to the Organization's policy on Leave Due to Domestic Violence, Sexual Assault, or Stalking.

*Pending Board Approval*

### Permissible Increments of Paid Sick Leave

Paid sick leave may be taken in increments of two hours. If an employee must be away from work for a portion of any workday for the bases listed above, the hours missed will be charged against the employee's paid sick leave.

### Compensation for Paid Sick Leave

The rate of pay for paid sick leave shall be the employee's regular rate of pay. If the employee had different hourly rates, was paid by commission or piece rate, or was a nonexempt salaried employee during the ninety (90) days prior to taking accrued sick leave, the hourly wage will be calculated by dividing the employee's total wages, not including any overtime premium, by the total number of hours the employee worked during the 90-day period.

Payment for sick leave will be made no later than the payday for the next regular payroll period after the sick leave was taken.

### Requesting Paid Sick Leave

If the need for paid sick leave is foreseeable, employees shall provide reasonable advance notice to their supervisor. If the need for paid sick leave is not foreseeable, employees must provide notice of the need for the leave to their supervisor as soon as practicable and at least one-half hour in advance, if possible. If your supervisor is not available, leave a message with the Human Resources Department.

### Payment of Sick Leave Upon Separation of Employment

Any accrued and unused paid sick leave will not be paid at the time of termination, resignation, retirement, or other separation of employment.

However, if an employee who has separated from employment is rehired by the Organization within one year from the date of separation, the previously accrued and unused paid sick leave will be reinstated, and the employee may use the previously accrued and unused paid sick leave. The employee may also accrue additional paid sick leave upon rehiring as set forth in this policy.

### No Discrimination

The Organization will not discharge, threaten to discharge, demote, suspend, or in any manner discriminate or retaliate against any employee for using accrued sick leave, attempting to use accrued sick leave, filing a complaint regarding paid sick leave, cooperating in an investigation or prosecution regarding paid sick leave, or opposing any policy or practice or act regarding sick leave that is prohibited by law.

*Pending Board Approval*

#### 5.4 Paid Holidays and “Non-contract” Days

For regular full-time employees, the Organization provides certain paid holidays per year (please see the chart below), as well as a certain number of paid “non-contract” days (please refer to your staffing calendar for these dates).

|  |
|--|
| <b>Paid Holidays</b>   |
| New Years Day  |
| Martin Luther King Day   |
| President’s Day/Washington's and Lincoln’s Birthday  |
| Memorial Day   |
| Juneteenth National Independence Day (June 19)   |
| Independence Day   |
| Labor Day  |
| Veteran’s Day  |
| Thanksgiving Day   |
| Day After Thanksgiving   |
| Christmas Day  |
| Any other days the President, Governor, or governing board of the school district appoints as a holiday. |

Employees must work their full scheduled workday immediately before and after the holiday unless prior written management approval has been received.

Holidays will be paid at the straight time hourly rate for regularly scheduled hours. If a paid holiday falls on a Saturday or Sunday, the preceding Friday or following Monday may be observed as the holiday. If a holiday falls during your vacation period, you may either be paid for the holiday, or you may take one additional day off with pay as part of your vacation.

Management, at its discretion, may designate additional days, or parts of days, as unscheduled holidays. Management reserves the right to require employees to work on holidays when management deems it necessary. Payment of holiday pay is not considered as time worked in the computation of overtime.

Part-time and temporary employees are not eligible for this benefit.

#### 5.5 Insurance Benefits

For all regular full-time employees, the Organization offers Health and Welfare benefits, totaling \*\$10,800 a year (or \*\$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. Regular full-time employees may “opt out” of medical insurance provided by the charter and retain a monthly allotment of \$200. Employees are eligible for the Health and Welfare benefits, after one month of

*Pending Board Approval*

employment.

[\*Note: The above referenced amounts are subject to change and are not resolute.]

The Organization may offer Short-Term and Long-Term Disability Insurance, Long Term Care, Basic and Voluntary Life Insurance, Basic and Voluntary Accidental Death and Dismemberment and other supplemental insurance benefits as well.

As with most policies, our insurance benefits are subject to change, and employees may be subject to a waiting period before coverage and benefits begin. For more information about insurance and retirement benefits and eligibility, please speak with our Human Resources Department.

Part-time employees are only eligible for voluntary benefits.

Temporary employees are not eligible for this benefit.

#### Benefits during a Medical Leave:

The Organization will continue to provide insurance benefits to eligible employees during an approved medical leave depending on the type of leave as described below, provided that the employee regularly continues to pay their share of the premium, if applicable.

Benefits that accrue for hours worked, including sick time and vacation accrual, will not accrue during an unpaid medical leave. Leave time will be counted toward your years of service.

## **5.6 State Disability Insurance (SDI)**

Employees who are absent because of their own disability may be eligible for State Disability Insurance (SDI) benefits.

As a California employee, you pay for State Disability Insurance through payroll deduction and should apply for State Disability Insurance benefits whenever you are medically unable to work due to an illness or injury outside of the workplace and are unable to work for one week. Claim forms are available from your doctor, hospital, or the Employment Development Department.

SDI benefits do not replace all of your usual wages. Your SDI benefits may be supplemented with any accrued sick or vacation time up to the amount of your regular wages.

Decisions regarding eligibility for SDI are made by the state, not by the Organization.

*Pending Board Approval*

## 5.7 Paid Family Leave

The state-operated plan may pay employees directly if he or she is out of work due to the illness or injury of certain family members or to bond with a new child. This protection is provided through employee contributions (the S.D.I. deduction on your payroll check stub).

Decisions regarding eligibility for Paid Family Leave are made by the state, not by the Organization.

## 5.8 COBRA/Cal-COBRA

Federal Law and California State Law require most employers sponsoring health plans, or their insurance carrier, to offer employees and their families the opportunity to elect a temporary extension of health coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA) (called “continuation coverage” or “COBRA coverage”) in certain instances where coverage under the health plan would otherwise end. You will have to pay the entire premium for your continuation coverage and applicable third-party administrator service fees. The Human Resources Department can assist you with respect to your COBRA or Cal-COBRA needs.

If you resign or leave the Organization, or if your hours are reduced below 30 per week due to a schedule change or leave of absence; or if another “qualifying event” such as death, divorce or legal separation occurs; or if a dependent child no longer meets eligibility requirements, you and/or your eligible dependents may be eligible for continuation of your benefits through COBRA. However, it is the employee’s responsibility to notify the Human Resources Department in writing of any qualifying events and to keep the Human Resources Department informed of current addresses for the employee and all covered family members. At the time you become eligible, you will receive information regarding COBRA and HIPAA benefits.

For more information about COBRA and HIPAA benefits, please contact the Human Resources Department.

## 5.9 Health and Wellness

The Organization provides voluntary physical and recreational activities to support the health and well-being of its employees (i.e. FitBit challenge).

The Organization values the health of its employees and encourages staff to take advantage of the organizational wellness opportunities provided. Participation is completely voluntary and does not require disclosure of medical history nor will it discriminate against an employee based on their health status.

*Pending Board Approval*

## 5.10 Retirement Savings Plan

The Organization participates in the California State Teachers Retirement System (STRS) for credentialed employees.

Full-time regular classified employees of the organization may participate in a 403(b) retirement savings plan. You may make pre-tax contributions to the plan and the Organization may make matching contributions to the amounts you have contributed. You will receive a quarterly statement of your retirement benefits through the plan.

[Note: Credentialed employees participating in STRS may also participate in the Organization's 403(b) plan; however, the company will not make any matching contributions.]

## SECTION 6 - LEAVE OF ABSENCE AND MISCELLANEOUS REQUEST FOR TIME OFF

### 6.1 Leaves of Absence

Sometimes employees may need to take a Leave of Absence (LOA) from their employment. Employees of the Organization are eligible for leaves of absence insofar as required by applicable federal and state leave laws.

Generally, leaves are unpaid. However, some leaves such as up to two hours for voting leave may be paid, as set forth below, and that portion of leaves in which vacation or sick time, if any, are used are also paid. Employees may also apply for State Disability Insurance benefits or workers' compensation insurance benefits, if appropriate. Staff members are considered inactive when they are no longer being paid and are on a leave of absence. No vacation benefits or sick time will accrue while you are on unpaid leave. You do not receive payment for holidays or Organization breaks that occur while you are on unpaid leave.

#### Request/Notification:

You must provide a written (or email) request, to the Human Resources Department, for a Leave of Absence. Typically, you must ask for approval in advance to take a LOA. *If the need for leave is foreseeable (for example, in cases of military or pregnancy leave), or intermittent leave is required*, the Organization requires 30 days' written notice of the intention to take leave, prior to the date leave is to begin. *If the leave is not foreseeable*, as in cases of medical emergency or other unforeseen events, such as a premature birth, or unexpected pregnancy complication, 30 days' advance notice is not required. Instead, you must give verbal notice as soon as possible. This verbal notice must be followed with written notice as soon as possible, but not later than 72 hours after you have begun the emergency leave, unless the emergency makes that impossible.

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### Use of Accruals:

Use of your accrued sick or vacation benefits provides pay for you during the LOA until the accrued time is exhausted; however, using accrued time does not extend the period of the leave. Employees must use any accrued sick leave at the beginning of a medical leave. After accrued sick leave is exhausted, an employee may use accrued vacation time.

### Return to Work/Reinstatement:

If you take a LOA, you must return to work on the next regular working day after your leave of absence ends. If you fail to return to work promptly at the end of your leave, without prior approval of the Organization, the Organization may assume that you voluntarily resigned.

If you are ready to return from a leave of absence before the scheduled date of return, you are to notify the Human Resources Department as soon as practical to request a new scheduled date of return.

Under most circumstances, you will be reinstated to the same position held at the time the leave began. If your original position is no longer available or has been filled or eliminated, the Organization will try to find you an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

An employee returning from a LOA has no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee on a LOA would have been laid off had they not gone on leave, or if the employee's position has been eliminated during the leave and there is no equivalent or comparable job available, the employee would not be entitled to reinstatement.

Employees returning from a medical LOA are required to provide a signed release from their physician that releases them from care and outlines any job duty limitations, if applicable. The Organization reserves the right to determine whether a limited/modified duty release can be accommodated.

### Benefit Continuation:

If you are eligible for health insurance benefits at the time you begin a LOA, the Organization will maintain your health benefits to the extent required by law; however, you must pay your portion of the premium costs, if applicable. The Human Resources Department will notify you of your payment obligations and you must pay this amount each month you are on leave in order to maintain your insurance benefits. If paid leave is used for any portion of an approved LOA, premium payments may be deducted from your paycheck. If benefits are canceled during the leave, you may re-enroll during a subsequent Open Enrollment period. If an employee does not return to work after an approved leave, then they may be required to reimburse the Organization for any premiums paid on the employee's behalf during the leave.

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Accumulated fringe benefits such as retirement and service credit shall be preserved at the level accrued as of commencement of the leave but shall not accrue further during any such unpaid leave period.

Listed below are the types of leaves of absence or accommodations available.

## 6.2 Family and Medical Leave of Absence

Eligible employees may be entitled to take family care and personal medical leave in accordance with the provisions of the California Family Rights Act ("CFRA") and the federal Family and Medical Leave Act ("FMLA"). If you have any questions about such benefits, please contact the Human Resources Department.

The Organization will not discriminate against employees as a result of the approved use of family care or medical leave or a proper request for such leave. Requests for family care and medical leave will be considered without regard to race, color, citizenship status, national origin, ancestry, gender, genetic characteristics, genetic information gender identity, gender expression, transgender status, sexual orientation, age, religion, creed, physical or mental disability, perceived disability or perceived potential disability, marital status, military and veteran status, and a status as a victim of crime or any other unlawful basis for consideration.

Eligible employees may be entitled to job-protected family or medical leaves of absence if they are unable to come to work due to pressing family or medical concerns as described within this Family and Medical Leave of Absence Policy. This policy shall be administered in accordance with applicable state and federal laws, and the Organization will not interfere with, restrain, or deny the exercise of employee rights provided by these laws.

### Eligibility Requirements:

- Employees are eligible for CFRA/FMLA leaves if they have been employed for twelve (12) months with the Organization at any time prior to the commencement of the CFRA/FMLA leave and worked at least 1250 hours in the 12-month period immediately preceding the date the employee wants to begin his/her leave. This twelve (12) month period "rolls back" from the date of leave to the prior twelve (12) month period.
- If an employee is not eligible for CFRA leave at the start of a leave because the employee has not met the 12-month length of service requirement, the employee may nonetheless meet this requirement while on leave, because leave to which he/she is otherwise entitled counts toward length of service (although not for the 1,250 hour requirement) and the Organization will designate the portion of the leave in which the employee has met the 12-month requirement as CFRA/FMLA leave.
- Employees may request one (1) or more CFRA/FMLA leaves, however, the

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total amount of leave taken cannot exceed twelve (12) work weeks in any twelve (12) month period except for certain military leaves as described below.

Leave Reasons:

An eligible employee may take a CFRA/FMLA leave of absence for the following reasons:

- For reason of the birth of a child of the employee or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee;
- To care for a child, parent, parents-in-law, grandparent, grandchild, sibling, spouse, domestic partner, or designated person who has a serious health condition;
- For incapacity due to pregnancy, prenatal medical care or childbirth (FMLA only);
- Because the employee's own serious health condition makes the employee unable to perform the essential functions of their job. In appropriate circumstances and as permitted by law, we may require you to be examined by an Organization-designated physician, at Organization's expense;
- For reasons related to service member military leave as described below.

Military

- Qualifying Exigencies Leave. Eligible employees with a spouse, domestic partner, child, or parent on active duty or call to active duty status in the Regular Armed Services, National Guard or Reserves in support of a contingency operation may use their 12 week entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, leave for certain activities related to the care of the military member's parent who is incapable of self-care where those activities arise from the military member's covered active duty, attending certain counseling sessions, and attending post-deployment reintegration briefings.
- Injured Servicemember Leave (FMLA Only). Eligible employees may take up to 26 weeks of leave to care for a covered servicemember or covered veteran who is the employee's spouse, parent, child, or relative for whom the employee is the next of kin during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, and certain covered veterans who have a serious injury or illness incurred or aggravated in the line of duty on active duty that may render the servicemember or veteran medically unfit to perform his or her duties.
- Requests for Military Family Leaves. A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a servicemember shall be supported by a certification by the servicemember's healthcare provider. These certifications may be obtained from Human Resources.

*Pending Board Approval*

- Intermittent Leave. Leave due to qualifying exigencies may be taken on an intermittent basis.

Military families taking family and medical leaves should contact the Human Resources Department for additional relevant information.

#### Making A Request for a FMLA/CFRA Leave

If the employee's need for CFRA/FMLA leave is foreseeable, the employee shall provide the Organization with reasonable (generally 30 days) advance notice of the need for leave.

If the employee's need for CFRA/FMLA is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the Organization, subject to the approval of the health care provider of the individual requiring the treatment or supervision.

If the need for leave is not foreseeable, employees must submit the request for leave as far in advance as practicable and generally must comply with the Organization's normal call-in procedures.

Failure to comply with these notice rules or respond to permissible Organization inquiries regarding the leave request is grounds for, and may result in either, deferral of the requested leave until you comply with this notice policy or Organization request or denial of leave protection if the Organization is unable to determine whether the leave is CFRA qualifying.

#### Certification for CFRA/FMLA Leave

If you wish to take a CFRA/FMLA leave, you must provide sufficient information for the Organization to determine if the leave may qualify for CFRA/FMLA protection.

For an employee's request for leave to care for a child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person who has a serious health condition, the employee must provide a certification issued by the health care provider of the individual requiring care that includes all of the following:

- A. The date on which the serious health condition commenced.
- B. The probable duration of the condition.
- C. An estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring the care.
- D. A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

Upon expiration of the time estimated by the health care provider in subparagraph C., the Organization may require the employee to obtain recertification, in accordance with these procedures if additional leave is required.

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For leave because of the employee's own serious health condition, the employee must provide a certification issued by the employee's health care provider that includes all of the following:

- A. The date on which the serious health condition commenced.
- B. The probable duration of the condition.
- C. A statement that, due to the serious health condition, the employee is unable to perform the function of the employee's position.

The Organization may require that the employee obtain subsequent recertification regarding the employee's serious health condition on a reasonable basis, in accordance with these procedures if additional leave is required.

Employees must also inform the Organization if the requested leave is for a reason for which the leave was previously taken or certified.

Please see the Organization for a copy of a medical certification form to give to your health care provider to complete. The certification must be submitted within no less than 15 calendar days of the Organization's request for such certification unless it is not practicable for the employee to do so despite the employee's good faith efforts. Absent extenuating circumstances (e.g., unavailability of healthcare provider), if the employee fails to timely return the certification, the Organization may deny protections for the leave following the expiration of the 15-day time period until a sufficient certification is provided.

In any case in which the Organization has reason to doubt the validity of the certification provided by the employee's health care provider, the Organization may require, at its expense, that the employee obtain the opinion of a second health care provider, designated or approved by the Organization. In any case in which the second opinion differs from the opinion in the original certification, the Organization may require, at its expense, that the employee obtain the opinion of a third health care provider, designated or approved jointly by the Organization and the employee, concerning the information previously certified by the employee's health care provider. The opinion of the third health care provider concerning the information certified by the employee's health care provider shall be considered to be final and shall be binding on the Organization and the employee.

#### Designation of Leave

The Organization will respond to the leave request as soon as practicable and in any event no later than five business days after receiving the employee's request. The Organization will inform employees requesting leave whether they are eligible under the FMLA or CFRA. If an employee is eligible, the Organization will advise the employee of any additional information required as well as the employees' rights and responsibilities. If an employee is not eligible for leave under the FMLA or CFRA, the Organization will provide the reason for the ineligibility. In

*Pending Board Approval*

addition, the Organization will inform employees if leave will be designated as FMLA or CFRA protected and the amount of leave counted against the employee's leave entitlement. If the Organization determines that the leave is not FMLA or CFRA protected, the Organization will notify the employee.

Definitions:

- A parent is defined as the employee's or their spouse's biological, adoptive, or foster parent, step-parent, loco parentis, or legal guardian.
- "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis.
- "Grandchild" means a child of the employee's child.
- "Grandparent" means a parent of the employee's parent.
- "Sibling" means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.
- "Designated person" means any individual related by blood or whose association with the employee is the "equivalent of a family relationship," including a domestic partner. A designated person must be identified at the time the employee requests the leave. Employees may be limited to one designated person per 12-month period.
- A serious health condition is an illness, injury (including, but not limited to, on- the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse or registered domestic partner of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
- "Inpatient care" means (i.e., an overnight stay) in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity.
- "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

An employee is not to perform any work duties during an approved LOA. Employees are not to be contacted for work purposes while on a LOA. An employee who is engaged in outside employment during a LOA may be subject to disciplinary action.

*Pending Board Approval*

### Intermittent or Reduced Leave

Employees do not need to take FMLA or CFRA leave in one block. The leave may be taken intermittently or on a reduced work schedule when medically necessary as determined by the treating health care provider. However, intermittent or reduced work schedule leave may be taken for absences where the employee or family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition, even if he or she does not receive treatment by a health care provider.

If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks, and you must conclude the leave within one year of the birth or placement for adoption or foster care. However, the Organization will grant a request for a leave of less than two weeks' duration on any two occasions and may grant requests for additional occasions of leave lasting less than two weeks. Employees must make reasonable efforts to schedule leave for planned medical treatments so as not to unduly disrupt the employer's operations.

### Whether CFRA/FMLA Leave Is Paid

CFRA/FMLA leave is unpaid; however, employees will be required to take accrued vacation time as part of their family care leave and both accrued vacation and sick time as part of their personal medical leave.

For leave for an employee's own serious health condition, the employee may also substitute leave taken pursuant to a short- or long-term disability leave plan, if applicable, as determined by the terms and conditions of the plan, during the otherwise unpaid portion of the CFRA/FMLA leave. This paid disability leave runs concurrently with CFRA/FMLA leave and may continue longer than the CFRA/FMLA leave if permitted by the disability leave plan. An employee receiving any form of disability payments is not on "unpaid leave" and, therefore, the Organization will not require the employee to use sick leave or accrued vacation.

An employee receiving paid family leave to care for the serious health condition of a family member or to bond with a new child is not on "unpaid leave," and, therefore, the Organization will not require the employee to use accrued vacation.

### State Paid Family Leave While on FMLA/CFRA Leave

Employees who are granted a leave of absence to care for a family member who is seriously ill or to bond with a new child may be eligible for California State paid family leave benefits through the State Disability Insurance (SDI) program, whether or not that leave of absence is approved and granted by the Organization. Decisions regarding eligibility for SDI are made by the state, not by the Organization.

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## Pregnancy Disability Leaves Under the FMLA and CFRA

Pregnancy disability leaves may run concurrently with medical leaves under the FMLA but not under the CFRA. An employee who is no longer entitled to pregnancy disability leave because the employee has given birth and is no longer disabled may be eligible to take a CFRA leave for the care of a newborn child if the CFRA leave has not been previously exhausted.

The time that the Organization maintains and pays for group health coverage during pregnancy disability leave shall not be used to meet the Organization's obligation to pay for 12 weeks of group health coverage during leave taken under CFRA. This shall be true even where the Organization designates pregnancy disability leave as family and medical leave under FMLA. The entitlements to Organization-paid group health coverage during pregnancy disability leave and during CFRA leave are two separate and distinct entitlements.

## Physician's Release Upon Return to Work

A physician's release will be required prior to your returning to work from a personal CFRA or FMLA leave of absence. The Organization reserves the right to have any employee examined at its expense by a physician of its choice to verify fitness for work following a CFRA/FMLA leave of absence if job-related and consistent with business necessity.

## Reinstatement/Return to Work:

When a definite date of return has been determined at the beginning of the leave, the employee must return to work on the designated date. If an employee's health care provider determines that an extension of the original agreed upon date of return is necessary, the employee must notify the Organization not less than four working days prior to the agreed upon date of return and present to the Organization a doctor's verification of continued need for leave. If the employee has not requested an extension of the original leave return date or that of any subsequent agreed upon extension and does not return to work on the last agreed upon return date, the employee will be considered to have abandoned his/her job.

When an employee returns from a CFRA/FMLA leave, the Organization will restore the employee to the same position the employee held prior to the CFRA/FMLA leave or a comparable position that is equivalent to the employee's former position in terms of pay, benefits, shift, schedule, geographic location, and working conditions, including privileges, perquisites, and status, subject to defenses allowable by law. The comparable position will involve the same or substantially similar duties and responsibilities and entail substantially equivalent skill, effort, responsibility, and authority. An approved CFRA/FMLA leave does not guarantee in every situation that your prior position, a comparable position, or that any position will be available at the conclusion of your leave. An employee returning from a CFRA/FMLA leave has no greater right to reinstatement than if the employee had been employed continuously rather than on leave. For example, if an employee on CFRA/FMLA leave would have been laid off had he/she not gone on leave, or if an employee's position is eliminated during the leave, then the employee would not be entitled to reinstatement.

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Returning employees retain all benefits they had accrued at the start of their leave but do not accrue any benefits, including vacation, during an unpaid leave. Benefits such as vacation and sick time will continue to accrue only during the paid portion of your leave of absence.

An employee who fraudulently obtains or uses CFRA/FMLA leave from the Organization is not protected by CFRA/FMLA's job restoration or maintenance of health benefits provisions. Employees cannot be employed elsewhere or apply for unemployment benefits while on CFRA/FMLA leave.

#### Benefits:

While an employee is on CFRA or FMLA leave of absence, the Organization will normally continue to pay the health insurance premiums for the employee under the same conditions as coverage would have been provided if the employee had not taken CFRA/FMLA leave for up to (i) 12 weeks for CFRA/FMLA leave or (ii) 26 weeks for an injured service member leave under the FMLA.

If an employee's approved leave of absence exceeds this amount of time (and any other applicable leave time), the employee must make arrangements with the Human Resources Department to pay the insurance premium at his/her own expense to the extent permitted by the plan. Failure to do so may result in cancellation of coverage. If employees are required to pay premiums for any part of their group health coverage, the Organization will provide the employee with advance written notice of the terms and conditions under which premium payments must be made. If the employee does not return to work from the leave, the employee may be required to reimburse the Organization for the cost of his/her medical benefits during the leave.

If your leave extends beyond twelve (12) weeks and any other applicable leaves, you shall be offered the opportunity to purchase continuing coverage under state and federal COBRA continuation rules.

During a CFRA/FMLA leave, employees shall retain their employee status with the Organization, and the leave will not constitute a break in service for purposes of longevity or seniority.

While an employee is on CFRA/FMLA leave of absence, the employee will be entitled to participate in benefits plans, including life insurance or short-term or long-term disability or accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to other unpaid leaves of absences. However, the employee may be required to pay his/her premiums during any unpaid leave.

#### Job Abandonment

You will be considered to have abandoned your job if either of the following occurs:

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1. You start a leave of absence or extend a leave of absence without following these procedures for having a leave of absence properly approved.
2. You do not return from a leave of absence or an extension of a leave of absence on the stated return date.

### Unlawful Acts by Employers and Enforcement

CFRA/FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under the FMLA or CFRA or related regulations; or
- Discharge, discriminate, or retaliate against any person for having exercised or attempting to exercise family leave rights for him or herself or another person or for opposing any practice made unlawful by the FMLA or CFRA or for involvement in any proceeding under or relating to the FMLA or CFRA.

An employee may file a complaint with the U.S. Department of Labor or the Department of Fair Employment and Housing and may bring a private lawsuit against an employer. Neither the FMLA nor CFRA affects any Federal or State law prohibiting discrimination or supersedes any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

### **6.3 General Medical Leave**

Employees who are not eligible for a medical leave under the CFRA or FMLA, and who are temporarily disabled and unable to work due to either a work related or non-work related medical condition, may be granted a general medical leave of absence for the period of their disability.

Employees shall be required to take accrued vacation time and accrued sick time as part of their medical leave of absence.

To obtain a general medical leave you must submit to your supervisor a letter from your attending physician as soon as you learn that you are, or will become, temporarily disabled and unable to work due to a medical condition. The letter must contain the following information: (a) the date the leave will begin; (b) the estimated date of your return to work; and (c) that the leave is requested due to a medical condition.

It is the employee's responsibility to make certain that any and all written verifications by physicians of illness or disability are received by the Organization. Thus, if anyone other than an employee provides a physician verification to the Organization, the employee must contact the Organization to make sure that it received the verification. Employees may also be required to provide a certification and periodic recertification supporting the need for leave.

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When a definite date of return has been determined at the beginning of the leave, the employee must return to work on the designated date. If an employee's health care provider determines that an extension of the original agreed upon date of return is necessary, the employee must notify the Organization not less than four working days prior to the agreed upon date of return and present to the Organization a doctor's verification of continued need for leave. If the employee has not requested an extension of the original leave return date or that of any subsequent agreed upon extension and does not return to work on the last agreed upon return date, the employee will be considered to have abandoned his/her job.

While an employee is on general medical leave of absence, the Organization will normally continue to pay the health insurance premiums for the employee, to the same extent it paid for the employee's premium before the leave, for up to 12 weeks. If an employee's approved leave of absence exceeds this amount of time, the employee must make arrangements with the Human Resources Department to pay the insurance premium at his/her own expense, to the extent permitted by the plan. Failure to do so may result in cancellation of coverage. If the employee does not return to work from the leave, the employee may be required to reimburse the Organization for the cost of his/her medical benefits during the leave.

A physician's release will be required prior to your returning to work from a medical leave of absence. The Organization reserves the right to have any employee examined at its expense by a physician of its choice to verify fitness for work, to verify the existence or continuation of a disability/serious health condition, to verify fitness for work following a disability/serious health condition, or for any other reason the Organization deems necessary in accordance with applicable law.

When an employee is ready to return to work following a general medical leave of absence, the Organization will endeavor to place the employee in the same or similar position held by the employee before the leave. An approved leave of absence does not guarantee in every situation that your prior position, a comparable position, or that any position will be available at the conclusion of your leave. An employee returning from a leave has no greater right to reinstatement than if the employee had been employed continuously rather than on leave. For example, if an employee on leave would have been laid off had he/she not gone on leave, or if an employee's position is eliminated during the leave, then the employee would not be entitled to reinstatement.

Returning employees retain all benefits they had accrued at the start of their leave but do not accrue any benefits, including vacation, during an unpaid leave. Benefits such as vacation, holidays and sick time will continue to accrue only during the paid portion of your leave of absence.

Employees cannot be employed elsewhere or apply for unemployment benefits while on leave.

You will be considered to have abandoned your job if either of the following occurs: (a) you start a leave of absence or extend a leave of absence without following these procedures for having a leave of absence properly approved; or (b) do not return from a leave of absence or an

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extension of a leave of absence on the stated return date.

The Organization may offer Long Term Disability Insurance and Long-Term Care coverage. Information can be obtained from the Human Resources Department.

#### **6.4 Personal Leave**

A personal leave of absence without pay may be granted at the discretion of the Organization. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than two weeks. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay. Personal leaves of absence will be limited to thirty (30) calendar days in duration. Request for extended time off under a Personal Leave designation requires approval from the Human Resources Department.

#### **6.5 Personal Leave To Obtain Services Due to Domestic Violence, Sexual Assault, Stalking, or Other Crimes**

An employee who is a victim of stalking, domestic violence, sexual assault, a crime that caused physical injury or mental injury and a threat of physical injury, or whose immediate family member is deceased as the direct result of a crime or whose immediate family member is a victim of domestic violence, sexual assault, or stalking may request a leave of absence:

- To seek medical attention for injuries caused by crime or abuse.
- To obtain services from a domestic violence shelter, program, or rape crisis center, or victim services organization or agency as a result of the crime or abuse.
- To obtain psychological counseling or mental health services related to an experience of crime or abuse, including temporary or permanent relocation.
- To participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent location.

Immediate family member means any of the following: a biological, adopted or foster child, stepchild, legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis or stood in loco parentis when the person was a minor; a biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee or employee's spouse or domestic partner was a minor; a spouse; a domestic partner; a biological, foster, or adoptive sibling a stepsibling, or a half sibling; or any other individual whose close associate with the employee is the equivalent of a family relationship described herein.

Employees who wish to take a leave under this policy must give reasonable advance notice, unless advance notice is not feasible. The Organization will require certification of the need for a leave such as a police report, a court order, or a note from a healthcare professional.

*Pending Board Approval*

The Organization will maintain confidentiality of the employee's request for time off pursuant to this policy to the extent required by law. No employee will be subject to discrimination or retaliation because of his/her status as a victim of a crime.

Employees are encouraged to use benefits, services and resources available through the Employee Assistance Program.

Leave under this policy is without pay; however, employees may use accrued and unused paid vacation or sick time. Please contact the Human Resources Department for additional information.

## **6.6 Personal Leave to Attend Court Proceedings or Seek Relief if a Victim of a Crime**

Employees may take time off of work to attend court proceedings and the Organization will not discharge or in any manner discriminate or retaliate against an employee for taking time off under the following circumstances:

- When the employee has been subpoenaed to appear and testify as a witness.
- When the employee is a victim of domestic violence, sexual assault, or stalking and needs to attend court proceedings related to those matters or needs to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.
- When the employee or a member of the employee's immediate family is a victim of a crime and needs to take time off from work to appear in court at any proceeding, including any delinquency proceeding, any proceeding involving a post-arrest release decision, plea, sentencing, postconviction release decision, or any proceeding in which a right of the victim is at issue. "Immediate family" includes an employee's spouse, domestic partner, parent, guardian, child, or sibling.
- When the employee is a victim of a crime takes time off from work to obtain or attempt to obtain any relief, including but not limited to a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child.

Employees must give the Organization reasonable advance notice of their need to take time off under this policy. A copy of the relevant subpoena, police report, court order, or other documentation regarding the court proceeding at issue or that verifies that the crime or abuse occurred should be brought to Human Resources immediately after it is served or received so that we can make appropriate arrangements to cover your work in your absence.

The Organization will not discharge or in any manner discriminate or retaliate against an employee because of the employee's status as a victim of a crime or abuse if the employee provides notice to the Organization of the status or the Organization has actual knowledge.

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Employees can use accrued sick and vacation time for this leave or take the leave unpaid. The Organization will maintain the information surrounding an employee's absence from work for this purpose as confidential as possible.

Please contact the Human Resources Department for additional information.

## **6.7 Pregnancy Disability Leave**

### Length of Leave and Bases for Pregnancy Disability Leave

Employees who are temporarily disabled and unable to work due to a pregnancy-related medical condition (e.g., pregnancy, childbirth, or a related medical condition) will be granted a leave of absence for the period of their disability up to a maximum total leave of four months for each pregnancy. A "four-month leave" means time off for the number of days or hours the employee would normally work within four calendar months (one-third of a year or 17 1/3 weeks). For a full-time employee who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on 40 hours per week times 17 1/3 weeks. For employees who work more or less than 40 hours per week, or who work on variable work schedules, the number of working days that constitutes four months is calculated on a pro rata or proportional basis.

Time off needed for prenatal or postnatal care, doctor-ordered bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, childbirth, postpartum depression, loss or end of pregnancy, or recovery from childbirth would all be covered by pregnancy disability leave.

### Intermittent or Reduced Leave

Pregnancy disability leave does not need to be taken in one continuous period of time. When medically necessary, leave may be taken on an intermittent or reduced work schedule, all of which counts against your four-month entitlement to leave.

### Reasonable Accommodation

The Organization will also reasonably accommodate your medical needs (such as allowing more frequent breaks) and transfer you to a less strenuous or hazardous position if it is medically advisable because of your pregnancy.

### Pregnancy Disability Leaves Under the FMLA and CFRA

Pregnancy disability leaves will run concurrently with medical leaves under federal law, but not under state family and medical leave law (the CFRA). When an employee has completed her pregnancy disability leave, she may apply for additional leave for the birth of her child under the CFRA provided that the CFRA leave was not exhausted prior to the pregnancy disability leave.

*Pending Board Approval*

The time that the Organization maintains and pays for group health coverage during pregnancy disability leave shall not be used to meet the Organization's obligation to pay for 12 weeks of group health coverage during leave taken under CFRA. This shall be true even where the Organization designates pregnancy disability leave as family and medical leave under FMLA. The entitlements to Organization-paid group health coverage during pregnancy disability leave and during CFRA leave are two separate and distinct entitlements.

#### Whether Pregnancy Disability Leave Is Paid

The Organization shall provide pay for 4 weeks of pregnancy disability leave; thereafter, employees are required to use any accrued and unused paid sick leave during their pregnancy disability leave. Employees may also elect to use accrued paid vacation during a pregnancy disability leave. Employees may also be eligible for state disability insurance or Paid Family Leave (PFL), administered by the California Employment Development Department.

#### Making A Request for Pregnancy Disability Leave

To obtain a pregnancy disability leave, you must submit to your supervisor a letter from your attending physician as soon as you learn that you are, or will become, temporarily disabled and unable to work due to a pregnancy-related condition. If possible, you must provide at least 30 days advance notice for foreseeable events (such as expected birth of a child or a planned medical treatment for yourself). For events that are unforeseeable, you must notify the Organization, at least verbally, as soon as you learn of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

The letter must contain the following information:

- A. The date the leave will begin;
- B. The estimated date of your return to work; and
- C. A written communication that the employee is disabled because of pregnancy or a pregnancy-related medical condition or that it is medically advisable for the employee to be transferred to a less strenuous or hazardous position or duties or otherwise to be reasonably accommodated.

Please see the Organization for a copy of a medical certification form to give to your health care provider to complete.

Employees may also be required to provide a certification and periodic recertification supporting the need for leave.

#### Date of Return

When a definite date of return has been determined at the beginning of the leave, the employee must return to work on the designated date. If an employee's health care provider

*Pending Board Approval*

determines that an extension of the original agreed upon date of return is necessary, the employee must notify the Organization not less than four working days prior to the agreed upon date of return and present to the Organization a doctor's verification of continued need for leave. If the employee has not requested an extension of the original leave return date or that of any subsequent agreed upon extension and does not return to work on the last agreed upon return date, the employee will be considered to have abandoned her job.

#### Health Insurance While On Leave

While an employee is on a pregnancy disability leave of absence, the Organization will normally continue to pay the health insurance premiums for the employee, to the same extent the Organization paid for the employee's premium before the leave, for up to four months. If an employee's approved leave of absence exceeds this amount of time (and CFRA time, if applicable), the employee must make arrangements with the Human Resources Department to pay the insurance premium at her own expense, to the extent permitted by the plan. Failure to do so may result in cancellation of coverage. If the employee does not return to work from the leave, the employee may be required to reimburse the Organization for the cost of her medical benefits during the leave.

#### Physicians Release Upon Return to Work

A physician's release will be required prior to your returning to work from a pregnancy disability leave of absence. The Organization reserves the right to have any employee examined at the Organization's expense by a physician of its choice to verify fitness for work, to verify the existence or continuation of a disability to verify fitness for work following a disability, or for any other reason the Organization deems necessary in accordance with applicable law.

#### Job And Benefits Upon Return From Leave

When an employee returns from a pregnancy disability leave, the Organization will restore the employee to the same or comparable position at the same rate of pay and same benefits subject to defenses allowable by law. An approved leave of absence does not guarantee in every situation that your prior position, a comparable position, or that any position will be available at the conclusion of your leave. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been employed continuously rather than on leave. For example, if an employee on a pregnancy disability leave would have been laid off had she not gone on leave, or if an employee's position is eliminated during the leave, then the employee would not be entitled to reinstatement.

Returning employees retain all benefits they had accrued at the start of their leave but do not accrue any benefits, including vacation, during an unpaid leave. Benefits such as vacation and sick time will continue to accrue only during the paid portion of your leave of absence.

Employees cannot be employed elsewhere or apply for unemployment benefits while on leave.

*Pending Board Approval*

## Job Abandonment While On Leave

YOU WILL BE CONSIDERED TO HAVE ABANDONED YOUR JOB IF EITHER OF THE FOLLOWING OCCURS:

- a. You start a leave of absence or extend a leave of absence without following these procedures for having a leave of absence properly approved.
- b. You do not return from a leave of absence or an extension of a leave of absence on the stated return date.

## **6.8 Organ and Bone Marrow Donor Paid Leave**

### Leave Entitlement for Organ Donation

Employees who have been employed by the Organization for at least 90 days and need to take a leave of absence for the purpose of donating his or her organ to another person shall be entitled to a paid leave of absence for up to a maximum of thirty (30) days in any one-year period. Employees who are organ donors who exhaust this thirty (30) days of paid leave shall be entitled to an additional unpaid leave of absence, not exceeding 30 business days in a one-year period, for the purpose of donating the employee's organ to another person. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months.

### Leave Entitlement for Bone Marrow Donation

Employees who have been employed by the Organization for at least 90 days and need to take a leave of absence for the purpose of donating his or her bone marrow to another person shall be entitled to a paid leave of absence for up to a maximum of five (5) days in any one-year period. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months.

### Payment for Leave

Leave taken in accordance with this policy will be paid by the Organization. However, employees who take leave for bone marrow donation shall be required to take five (5) days of their accrued and unused sick or vacation time for the leave and employees who take leave for organ donation shall be required to take up to two (2) weeks of their accrued and unused sick or vacation time for the leave.

### Making A Request

To receive an organ or bone marrow donation leave of absence, employees must provide written verification that he or she is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow. The verification should also state the

*Pending Board Approval*

date the leave will begin and the estimated date of return to work. The verification must be submitted to the Organization at least 15 calendar days prior to the expected date of the leave of absence, unless doing so is not possible because of emergent circumstances.

#### Intermittent or Reduced Leave

Employees do not need to take organ or bone marrow donation leave in one block. The leave may be taken intermittently or on a reduced work schedule when medically necessary as determined by the treating health care provider. Employees must make reasonable efforts to schedule leave for planned medical treatments so as not to unduly disrupt the Organization's operations.

#### Leave Not Concurrent with FMLA or CFRA

Leave for organ or bone marrow donation will not run concurrently with any medical leaves under federal or state law. When an employee has exhausted his or her paid organ or bone marrow donation leave, he or she may request additional unpaid leave from the Organization, in accordance with state or federal family and medical leave law, if applicable.

#### Date of Return

When a definite date of return has been determined at the beginning of the leave, the employee must return to work on the designated date. If an employee's health care provider determines that an extension of the original agreed upon date of return is necessary, the employee must notify the Organization not less than four working days prior to the agreed upon date of return and present to the Organization a doctor's verification of continued need for leave. If the employee has not requested an extension of the original leave return date or that of any subsequent agreed upon extension and does not return to work on the last agreed upon return date, the employee will be considered to have abandoned his/her job.

#### Health Insurance While On Leave

While an employee is on a paid organ or bone marrow leave, the Organization will pay the health insurance premiums for the employee, to the same extent it paid for the employee's premium before the leave, for the full duration of the permitted leave. If the employee's leave of absence is longer than the period of time he/she is entitled to paid or partially paid premiums, the employee is entitled to continue insurance benefits at his/her own expense, to the extent permitted by COBRA.

#### Benefits While On Leave

Any period of time during which an employee is on leave by reason of being an organ or bone marrow donor is not a break in continuous employment for the purpose of his or her right to salary adjustments, sick leave, vacation, annual leave, or seniority.

*Pending Board Approval*



### Physicians Release Upon Return to Work

A physician's release will be required prior to your returning to work from an organ or bone marrow leave of absence. The Organization reserves the right to have any employee examined at its expense by a physician of its choice to verify fitness for work.

### Job And Benefits Upon Return From Leave

When an employee is ready to return to work following a paid leave of absence for organ or bone marrow donation, the Organization will restore the employee to the position held by him or her when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment, unless conditions unrelated to the exercise of the right to the leave prevent restoration to the same or equivalent position.

### No Discrimination Because of Leave

The Organization shall not discharge, fine, suspend, expel, discipline, or in any other manner discriminate against an employee because he or she exercises the right to take paid leave under this policy or because he or she opposes any practice made unlawful by this policy or by state or federal law.

### Job Abandonment While On Leave

YOU MAY BE CONSIDERED TO HAVE ABANDONED YOUR JOB IF EITHER OF THE FOLLOWING OCCURS:

- a. You start a leave of absence or extend a leave of absence without following these procedures for having a leave of absence properly approved.
- b. You do not return from a leave of absence or an extension of a leave of absence on the stated return date.

## **6.9 Military Leave**

The Organization will allow qualified military leave and will re-employ an individual returning from military leave, pursuant to the standards established by law.

Military Leave is also available for employees who are members of the National Guard in another state and are called into service by the other state or by the President.

### Job Protection

Employees will be granted all military service leave provided under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and California law. In  
*Pending Board Approval*

addition, the Organization will not discharge or otherwise discriminate against an employee because he or she is a member of the state or U.S. military or is ordered to duty or training.

- a. extended period, if any, as their rights are protected by law.

### Returning to Work

Employees returning from Military Leave are entitled to the seniority and other rights and benefits determined by seniority that they would have attained had they not gone on leave. Thus, returning employees are entitled to accrue vacation time upon their return at the rate they otherwise would have attained if they had continued working.

## **6.10 Leave For Spouses Of Qualified Military**

In addition to the federal military service leave set under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), the Organization also provides up to 10 days of unpaid leave for spouses or registered domestic partners of qualified military personnel (including those serving in the National Guard and reserves) who work an average of 20 or more hours per week.

Employees must notify the Organization within two business days of receiving official notice of a spouse/registered domestic partner's leave from deployment of the intent to take spousal/registered domestic partner leave. The employee must also provide documentation certifying that the time period of the leave from deployment corresponds to the dates that the employee is requesting leave.

Employees may, but are not required to, use accrued unused paid time off during military spouse/registered domestic partner leave.

The Organization will not retaliate against any employee who requests or takes military spouse/registered domestic partner leave. Employees who take leave under this policy will be reinstated to their position upon return from leave.

## **6.11 Unpaid Family-School Partnership Leave**

Employees may be eligible for forty (40) hours of unpaid leave in a calendar year, not exceeding eight (8) hours in any calendar month of the year, to participate in school-related activities, school or childcare emergencies, or licensed child care provider activities for your children, grandchildren, step child, foster child or ward kindergarten age through grade 12.

“Childcare provider or school emergency” means that an employee’s child cannot remain in a school or with a childcare provider due to one of the following:

- A. The school or childcare provider has requested that the child be picked up, or has an

*Pending Board Approval*

attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or childcare provider.

- B. Behavioral or discipline problems.
- C. Closure or unexpected unavailability of the school or childcare provider, excluding planned holidays.
- D. A natural disaster, including, but not limited to, fire, earthquake, or flood.

Employees must submit a request in writing to their respective supervisor in order to obtain approval for such leave and, if granted, must provide evidence of attending such school-related activity to their supervisor. Employees shall use accrued vacation time for this leave.

Eligible Parent employees include the following: Parents, Guardians, Grandparent, Step-parent, Foster-parent, and a person standing in loco parentis to a child.

No disciplinary action or discrimination will be taken against the employee for taking time off for this purpose or for taking time off to appear at their child's school to discuss possible suspension as long as the employee gives reasonable notice to their supervisor.

## **6.12 Jury Duty/Witness Leave**

Both regular full-time exempt and non-exempt employees are eligible for up to 5 work days paid leave when called on to serve as a juror or witness at a trial, unless otherwise approved by Senior Management. Any time served by the employee beyond this 5 day period shall be without pay. However, the salary of an exempt employee will not be reduced for any week in which they perform work, even if they miss part of the week due to jury duty. Any compensation however may be reduced by the amount of jury duty pay (other than travel expenses) received by the employee from other sources and employees are required to immediately advise Human Resources about any such pay. The employee is required to notify their supervisor within 48 hours of receiving any Jury Summons and/or subpoena. You are required to provide documentation showing your required days of attendance. If the court releases you after serving a partial day, you are expected to report to work and complete your normal workday unless you make other arrangements with your supervisor. Employees are required to notify the Organization and promptly return to work upon completion of jury duty service

Part-time, seasonal, and temporary employees will be granted a leave of absence to serve as a juror or witness at a trial in accordance with their legal obligation to do so but are not eligible for paid leave for these purposes.

## **6.13 Bereavement Leave**

Employees who have completed at least thirty (30) days of service will be granted up to five (5) days of leave for the death of a "family member." A family member is defined as a spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law.

*Pending Board Approval*

The days of bereavement leave need not be consecutive, but the bereavement leave shall be completed within three months of the date of death of the family member.

Three (3) days of bereavement leave may be paid, and the remaining two (2) days, if taken, are unpaid; however, employees may elect to use other available paid time off (such as vacation or paid sick leave).

Verification of the need for bereavement leave is required and is to be submitted with the leave request, and/or directly to the HR Department. The Organization shall maintain the confidentiality of any employee requesting leave under this section.

The Organization understands the deep impact that death can have on an individual or a family, therefore special circumstances will be considered in the area of bereavement leave.

Part-time, seasonal, and temporary employees are only eligible for unpaid bereavement leave (or may use any sick hours that have been accrued).

#### **6.14 Time Off for School Appearance or to Attend Child's School Discipline**

Any employee who is a parent or legal guardian of a child that has received written notice from the child's school requesting their attendance at a disciplinary conference is entitled to take unpaid leave to attend the conference. Please notify your Supervisor regarding a request for time off and provide a copy of the notice or document from the school stating that the employee's presence is required.

#### **6.15 Time Off for Civil Air Patrol**

Eligible employees who are volunteer members of the California Wing of the civilian auxiliary of the US Air Force, commonly known as the Civil Air Patrol, who have been directed by the US Air Force, the California Emergency Management Agency or other authorized state agency to respond to an emergency operational mission are entitled to 10 days per calendar year of unpaid leave. Leave for a single emergency operational mission shall not exceed three days, unless an extension of time is granted by the authorizing governmental entity and the extension is approved by the Organization.

An eligible employee requiring Civil Air Patrol leave must give the Organization as much notice as possible of the intended dates upon which the leave will begin and end. Please notify the Human Resources Department of requested leave under this section. The Organization may require certification from the proper Civil Air Patrol authority to verify the employee's eligibility and may deny the leave if the employee fails to provide the required certification.

Time off taken for Civil Air Patrol will be unpaid, but employees may use accrued and unused paid time off upon request.

*Pending Board Approval*

## 6.16 Voting

If an employee does not have sufficient time outside of working hours to vote in an official state- sanctioned election, the employee may, without loss of pay, take off enough working time (up to 2 hours) to vote. No more than two hours of the time taken off for voting shall be without loss of pay. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed. When possible, an employee requesting time off to vote shall give their supervisor at least two days' notice.

## 6.17 Volunteer Civil Service Leave / Emergency Responder

Volunteer emergency responders include reserve peace officers, volunteer firefighters, and emergency rescue personnel. Non-exempt employees will be granted time off (without pay) to perform emergency duties as a recognized volunteer emergency responder. Exempt employees who work any portion of a workweek in which they also perform emergency duties as a recognized volunteer emergency responder will receive their full salary for that workweek. Otherwise, exempt employees will be granted time off without pay. A Request for Time Off is to be submitted to your Supervisor.

Volunteer emergency responders are eligible for time off, up to 14 days per calendar year, to engage in training. Employees may substitute accrued vacation time for any unpaid portion of leave to perform emergency duties as a recognized volunteer emergency responder. Retaliation for time off is prohibited.

### **California Workers' Rights In Emergencies Law**

In the event of an emergency condition, the Organization shall not do either of the following:

(1) Take or threaten adverse action against any employee for refusing to report to, or leaving, a workplace or worksite within the affected area because the employee has a reasonable belief that the workplace or worksite is unsafe.

This paragraph does not apply to the following:

- A. A first responder, as defined in Section 8562 of the Government Code.
- B. A disaster service worker, as defined in Section 3101 of the Government Code.
- C. An employee required by law to render aid or remain on the premises in case of an emergency.
- D. An employee or contractor of a health care facility who provides direct patient care, provides services supporting patient care operations during an emergency, or is required by law or policy to participate in emergency response or evacuation.

*Pending Board Approval*

- E. An employee of a private entity that contracts with the state or any city, county, or political subdivision of the state, including a special district, for purposes of providing or aiding in emergency services.
- F. An employee working on a military base or in the defense industrial base sector.
- G. An employee performing essential work on nuclear reactors or nuclear materials or waste.
- H. An employee of a company providing utility, communications, energy, or roadside assistance while the employee is actively engaged in or is being called upon to aid in emergency response, including maintaining public access to services such as energy and water during the emergency.
- I. An employee of a licensed residential care facility.
- J. An employee of a depository institution, as defined in Section 1420 of the Financial Code.
- K. A transportation employee participating directly in emergency evacuations during an active evacuation.
- L. An employee of a privately contracted private fire prevention resource.
- M. An employee whose primary duties include assisting members of the public to evacuate in case of an emergency.

(2) Prevent any employee from accessing the employee's mobile device or other communications device for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to verify their safety.

This paragraph shall not apply to the following:

- A. An employee of a depository institution as defined in Section 1420 of the Financial Code.
- B. An employee of any correctional facility.
- C. An employee who is actively operating equipment permitted under applicable law.

"Emergency condition" means the existence of either of the following: (i) Conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; and (ii) An order to evacuate a workplace, a worksite, a worker's home, or the school of a worker's child due to natural disaster or a criminal act. "Emergency condition" does not include a health pandemic.

When feasible, an employee shall notify the Company of the emergency condition requiring the employee to leave or refuse to report to the workplace or worksite prior to leaving or refusing to

*Pending Board Approval*

report. When prior notice is not feasible, the employee shall notify the Company of the emergency condition that required the employee to leave or refuse to report to the workplace or worksite after leaving or refusing to report as soon as possible.

## **SECTION 7 - TITLE IX SEXUAL DISCRIMINATION POLICY AND GRIEVANCE PROCESS**

In compliance with Title IX of the Education Amendments of 1972 (“Title IX”), Elite Academic Academy (the “Organization”) does not discriminate on the basis of sex in its educational programs and activities, recruitment, admissions, course offerings, benefits or pay, athletics, or employment.

### **Applicability**

This policy applies to all students, employees, volunteers, independent contractors, vendors, and members of the Organization community. It applies to conduct that occurs on the Organization’s campus, at Organization-sponsored events, and to events on or off campus that have sufficient ties to the Organization.

The purpose of this document is to outline the steps the Organization will take to provide the prompt and equitable and reliable resolution of student and employee complaints under the Organization’s Title IX Policy. These procedures apply only to complaints alleging sex-based discrimination, harassment, and/or violence prohibited by Title IX and as outlined in this policy. For all other complaints, please consult the relevant policies in the Organization’s Parent/Student Handbook, or Employee Handbook, as applicable.

Students, parents/guardians, and employees are also encouraged to communicate with the Human Resources Department, with any questions or concerns regarding these policies. The Organization believes that open communication about these sensitive topics is integral to preventing serious misconduct from occurring and is essential to fostering a culture of personal responsibility, mutual accountability, and positive leadership.

### **Discrimination Based on Sex Prohibited**

Our organization is an equal opportunity employer and committed to providing a work environment that is free of discrimination, harassment, and retaliation. In keeping with this commitment, the Organization maintains a strict policy prohibiting sexual discrimination or sexual harassment in any of its operations.

The Organization shall not, on the basis of sex, exclude from admission or participation, deny the benefits of, or discriminate against any person in any academic, extracurricular, research, occupational training, or other education program or activity it offers or operates. Similarly, the Organization shall not discriminate against any student or exclude any student from any education program or activity, including any class or extracurricular activity, on the basis of such student’s

*Pending Board Approval*

pregnancy, childbirth, false pregnancy, termination of pregnancy or recovery therefrom, unless the student requests voluntarily to participate in a separate portion of the program or activity. Additionally, the Organization shall not discriminate against any person in employment, recruitment, hiring, selection, benefits, pay, or any other term condition, or privilege of employment on the basis of sex.

As used in this policy, sexual harassment is defined as harassment based on sex or conduct of a sexual nature, and includes harassment based on pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity or gender expression. It may include unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature that is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the Organization's education program activity. It may also include an employee of the Organization conditioning the provision of an aid, benefit, or service on an individual's participation in unwelcome sexual conduct. It may also include sexual violence, including sexual assault, domestic violence, stalking, or violence while dating.

Sexual harassment may occur between students, between students and employees, between employees, between students and third parties, and between employees and third parties and is strictly prohibited.

### **Compliance Coordinator**

The responsibility for administering and ensuring the Organization's compliance with Title IX has been assigned to the Compliance Coordinator. The Compliance Coordinator will coordinate with the administration to implement and administer this policy and the Organization's remedies for resolving Title IX complaints. The Compliance Coordinator is also responsible for working with law enforcement regarding such complaints when necessary; and ensuring that complaints are resolved promptly and appropriately to the extent possible. The Compliance Coordinator may delegate these duties to other school employees or external investigators, as necessary and in his or her sole discretion, to ensure the prompt and appropriate resolution of any complaint.

The Compliance Coordinator (or his or her designee) may also meet with the Organization's students, parents/guardians, and/or employees regarding their rights and obligations under Title IX and to address any questions regarding the Organization's compliance with such obligations. Inquiries concerning this policy, Title IX, and any related issues of sex-based discrimination or harassment should be directed to the School's Compliance Coordinator:

Name: Tracy Hasper

Title: Chief Personnel Officer

Office Address: 43414 Business Park Drive, Temecula, CA 92590 Telephone Number: (866) 354-8302 Ext. 706

Email Address: [thasper@eliteacademic.com](mailto:thasper@eliteacademic.com)

*Pending Board Approval*



## **Reporting Complaint**

Any person may report sexual discrimination and harassment in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed for the Title IX Coordinator.

Complaints may be reported orally or by submitting the Organization's Title IX Complaint Form to the Compliance Coordinator. The Title IX Complaint Form may be obtained from the Human Resources Department.

The complaint, whether reported orally or in writing, shall contain information that describes the conduct that has allegedly occurred and caused the violation of the Organization's policy and Title IX prohibitions against sex-based discrimination, harassment, and/or violence and identifies the complainant, respondent(s), and any witnesses to the alleged conduct.

## **Notification of Complaint**

When the Organization receives a complaint, the Coordinator will promptly contact the complainant and explain the process to file a formal complaint.

## **Supportive Measures During Complaint Process**

Once it has notice of a complaint, the Organization will take steps to ensure equal access to its educational programs and activities by providing "supportive measures" (as defined below) to the complainant, as appropriate, before the final outcome of an investigation.

"Supportive measures" mean non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, to restore or preserve equal access to the Organization's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

The Organization will maintain as confidential any supportive measures provided, to the extent that maintaining such confidentiality would not impair the ability of the Organization to provide the supportive measures.

*Pending Board Approval*

The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures during the complaint process, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

### **Grievance Process: Response to Formal Complaints**

#### **Step 1: Notice of Allegations**

When the Organization receives a formal complaint (which must be signed by the complainant, or complainant's parents if a minor), the Coordinator will promptly provide written Notice of Allegations to the parties who are known. Such written notice will contain the following:

1. Notice of the Organization's grievance process;
2. Notice of the allegations of sexual harassment, including sufficient details known and with sufficient time to prepare a response before any initial interview;
3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
4. Notice that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence; and
5. Notice of any provision in the Organization's code of conduct that prohibits knowingly making false statements or knowingly submitting false information.

#### **Step 2: Determining if Complaint is Covered by this Policy.**

The Compliance Coordinator will review the information provided to determine whether the matter falls within the scope of this policy.

Within *ten (10)* days after receipt of a complaint, the Compliance Coordinator will either initiate an investigation or inform the complainant in writing that the conduct alleged in the complaint is not within the scope of this policy and an investigation will not be conducted. If the matter does not involve allegations of sex-based discrimination, harassment, or violence within the scope of this policy, the Compliance Coordinator will forward the matter to the appropriate administrator to handle a review in accordance with applicable Organization policies and procedures.

If the complaint is determined to be within the scope of this policy and an investigation is initiated, the Organization may remove a respondent from its education program or activity on an emergency basis, provided that it undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. Additionally, the Organization may place a respondent non-student employee on administrative leave during the pendency of any investigation.

*Pending Board Approval*

### Step 3: Investigation if Complaint is Covered by this Policy.

If the complaint falls within the scope of this policy, the Compliance Coordinator will promptly and no later than *ten (10)* days after receipt of the complaint initiate an investigation.

The Compliance Coordinator may designate other school employees or an external investigator (the “Investigator”) to assist with an investigation, as necessary, in his or her sole discretion. The Compliance Coordinator will advise the parties of the name of the Investigator assigned to the complaint. The Investigator will maintain a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the investigation.

To the extent practicable, the investigation shall:

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
3. Provide the parties with the same opportunities to have others present during any proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, though the Organization may establish restrictions regarding the extent to which the advisor may participate in the proceedings;
4. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate; and
5. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised, including the evidence upon which the recipient does not intend to rely in reaching a determination so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.

The Investigator may take any additional actions as necessary to complete the investigation.

The Investigator will maintain documentation of all proceedings related to the investigation, which may include, but is not limited to, notes or transcripts from witness interviews, evidence provided by witnesses or involved parties, audio recordings, or written findings of fact.

The Organization will strive to complete investigations, including issuance of the Investigator’s written report to the complainant and respondent, in as timely and efficient a manner as possible *within sixty (60) days* of receipt of a complaint. However, this timeframe may be extended based on factors such as, but not limited to, schedule and availability of witnesses, holidays or semester breaks including summer break, and complexity of the complaint. If an investigation cannot be completed within sixty (60) days of receipt of the complaint, then the Investigator will notify the complainant and respondent of that fact in writing and provide a timeframe for completing the investigation. Both parties will be given periodic updates throughout the investigation process.

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Prior to completion of any report by the Investigator, the Organization shall send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the Investigator will consider prior to completion of the investigative report.

After the completion of the 10-day period, the Investigator will create an investigative report with the results of the investigation that fairly summarizes relevant evidence, including the Investigator's findings and conclusions supporting the determination.

At least 10 days prior to the time of **determination** regarding responsibility, the Investigator will send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response. The **Decision Maker** must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

#### Step 4: Making a Finding - Determination regarding Responsibility.

In reaching its finding, the Decision Maker will engage in an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and provide that credibility determinations may not be based on a person's status as a complainant, respondent, or witness. The standard of evidence to be used by the Investigator to determine responsibility will be the preponderance of evidence standard.

#### Step 5: Dismissal or Remedies.

Where the Decision Maker determines sexual harassment has not been found against the respondent, the Organization will dismiss the complaint and send written notice of the dismissal and the reason(s) therefore simultaneously to the parties. [Note: A Discretionary Dismissal will also be issued if: the respondent leaves the school; the complainant withdraws the complaint; and/or there are circumstances that prevent the school from making a determination.]

Where a determination of responsibility for sexual harassment has been found against the respondent, the Organization will provide the written determination to the parties simultaneously and after the determination becomes final, will impose remedies/disciplinary actions designed to restore or preserve equal access to the Organization's education program, activity, or employment. Such remedies may include counseling, course or class related adjustments, mutual restrictions on contact between parties, changes in work locations, leaves of absence, increased security and monitoring, or disciplinary action including suspension, warnings, termination of employment, or expulsion. The written determination will include the following: identification of allegations; description of procedural steps taken; findings of fact supporting the determination; conclusions based on the school codes; and procedures for appeals.

The Organization recognizes that false accusations, especially of sex-based harassment, discrimination, and/or violence may have serious effects on innocent persons. Any individual

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found to have made false accusations of sex-based harassment, discrimination, and/or violence may also be subject to appropriate disciplinary action.

#### Step 6: Appeals.

Any party not satisfied with the results of an investigation under this policy or the remedies taken because of: (a) a procedural irregularity that affected the outcome of the matter; (b) new evidence that was not reasonably available at the time the determination was made that could affect the outcome of the matter; or (c) the Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents that affected the outcome of the matter may submit a written appeal to the Compliance Coordinator within 10 days of receiving the final finding. Appeals shall be decided by the Appeal Decision Maker.

The written appeal shall state the nature of the disagreement with the result of the investigation, the reasons support the appeal, and how the outcome would be changed by reconsideration of the determination. The Appeal decision maker will consider all issues presented by the appealing complainant, respondent, or their parent/guardian and the relevant documentation.

As to all appeals, the Organization will:

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;
3. Ensure that the decision-maker(s) for the appeal does not have a conflict of interest and is not biased;
4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
5. Issue a written decision describing the result of the appeal and the rationale for the result; and
6. Provide the written decision simultaneously to both parties.

The Appeal Decision Maker will issue a written determination *no later than fifteen (15) days* after receipt of the appeal.

#### Confidentiality

The Organization shall keep confidential the identity of any complainant or individual who has made a report or complaint of sex discrimination or harassment, any respondent or individual who has been reported to be the perpetrator of sex discrimination or harassment, and any witness, except as may be permitted by law.

Any information gathered during the investigation will only be shared with those who have a need-to-know, except in limited circumstances, including but not limited to, when the Organization is required by law to report the information or when such disclosure is necessary to protect the health,

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safety, or well-being of members of the Organization community.

### **Retaliation Prohibited**

The Organization shall not intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the policy.

Retaliation or reprisal by any student or employee against complainants, witnesses, or any other individual who reports allegations of sex-based harassment, discrimination, and/or violence or provides information to assist in an investigation is strictly prohibited. Individuals who believe they have been retaliated against in connection with such action should immediately report such conduct to the Compliance Coordinator. Anyone who is found to have retaliated against a student or employee under this section will be subject to disciplinary action, up to and including expulsion and/or termination of employment.

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## **ACKNOWLEDGEMENT OF RECEIPT OF HANDBOOK AND COMPLIANCE WITH HANDBOOK**

I hereby acknowledge that I have received a copy of the Employee Handbook (the “Handbook”) for Elite Academic Academy – Mountain Empire (the “Organization”), which specifically includes a policy on unlawful harassment, discrimination, and retaliation and I will read all of its provisions. If I have any questions or if there is anything I do not understand I will ask my supervisor.

I shall abide and comply with all the procedures, policies and rules contained in the Handbook and understand that failure to do so can result in discipline, including termination. I understand that by continuing in my employment. I am reaffirming my agreement to abide by then-current Organization policies.

I understand that the Organization retains the right and sole discretion to modify, delete, or add to any of the policies set forth in the Handbook at any time, with the exception of the policy on at-will employment, which may only be modified by a written agreement signed by the CEO of the Organization.

I also understand and agree that nothing in the Handbook creates or is intended to create a promise or representation of continued employment and that my employment with the Organization is at-will and not for any specific period of time. This means that I am free to resign my employment with the Organization at any time, with or without cause, and with or without notice, and that the Organization has the right to terminate my employment at any time, with or without cause, and with or without notice. Employment at-will also means that the terms and conditions of my employment may be changed at any time, with or without cause and with or without notice, including but not limited to transfer, promotion, demotion, compensation, benefits, duties, work hours, and location of work.

I further understand that I will continue to be an at-will employee at all times during my employment with the Organization regardless of my job position, status, compensation, or length of employment. The Organization’s discretionary use of any discipline, counseling, or warning does not in any way change my at-will employment status.

I understand that the only way in which the Organization’s at-will policy can be amended or modified is by a written agreement signed by me and the CEO of the Organization.

My signature certifies that I understand the foregoing regarding the Handbook and that the agreement on at-will status is the sole and entire agreement between the Organization and me concerning the duration of my employment, the terms of my employment and the circumstances under which my employment may be terminated.

Unless another written agreement signed by the CEO of the Organization provides otherwise, it supersedes all prior agreements, understandings, and representations concerning my employment with the Organization both oral and written.

*Pending Board Approval*

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

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date Signed

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## **Appendix A - MEAL & REST PERIOD ACKNOWLEDGMENT**

The law requires that non-exempt employees working in excess of five (5) hours be provided a duty-free, uninterrupted unpaid meal period of at least thirty (30) minutes. The Organization permits its employees to take a duty-free, uninterrupted unpaid meal period of thirty (30) minutes each day. Accordingly, it is Organization policy that a meal break must be taken each day by employees working five (5) or more hours per shift, unless six (6) hours completes the shift and the non-exempt employee waives their meal break in writing.

If a non-exempt employee's workday exceeds ten (10) hours, then that employee will be provided with a second meal period of thirty (30) minutes. However, if the workday does not exceed twelve (12) hours, the second meal period may be waived if the employee and the Organization voluntarily agree, so long as the first meal period was not waived.

Said meal breaks must be taken at a location separate from the employee's desk or work area, and employees are not permitted to work during their meal break. Employees will be relieved of all duties during the meal period and are permitted to leave the Organization premises during their meal break. The schedule for meal periods will vary according to business hours and work schedules but the first meal period must begin by the end of the fifth hour of work, and if applicable, the second meal period must begin by the end of the tenth hour. Your supervisor will advise you of your scheduled meal break. Unless approved by your immediate supervisor, a meal break may only be taken at the employee's regularly-scheduled meal break time.

A meal break may not be skipped in order to accommodate a late arrival or early departure from an employee's normal workday unless waived in writing and approved by the employee's immediate supervisor.

Rest breaks are provided at the rate of ten (10) consecutive minutes for each four (4) hour work period or major fraction thereof for non-exempt employees. No break is provided for employees working less than 3.5 hours. Those employees who work between 3.5 hours and six (6) hours are provided a ten (10) minute break. Those employees working between six (6) and (10) hours are provided two ten (10) minute breaks. The rest period should occur as near as possible to the middle of the work period. Upon request, reasonable accommodations, including privacy and increased break time, will be made to accommodate lactating employees.

Non-exempt employees will be relieved of all duties during the rest break and are permitted to leave the Organization's premises during their rest breaks. Rest breaks will be scheduled as close to the middle of each four-hour period work period (or major fraction thereof). Check with your manager for the appropriate time to take your rest break.

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It is Organization policy that employees are required to take all meal and rest breaks as set forth above (unless you waive a meal period as set forth above). If you miss a meal or rest period (other than a waived meal period), you must report to your supervisor or the Human Resources Department that you missed the meal or rest period and whether you missed the meal or rest period due to employer needs.

I hereby certify that I fully understand the rules regarding meals and rest periods and will comply fully with those rules. If I am denied a meal or rest period to which I am entitled or fail to take a meal or rest period as required by law or by my employer's policies, I agree to notify the Human Resources Department within 24 hours so that the matter can be fully and carefully investigated and appropriate corrective action taken.

---

EMPLOYEE SIGNATURE

---

DATE

---

PRINT EMPLOYEE NAME

---

SIGNATURE, EMPLOYER REPRESENTATIVE

---

DATE

*Pending Board Approval*

*Please note that this handbook is confidential and proprietary and must not be circulated or disclosed to third parties at any time during or after your employment with the organization.*

**Appendix B - ELECTRONIC SIGNATURE POLICY ACKNOWLEDGEMENT**

I hereby acknowledge that I have read and agree to the Organization’s electronic signature policy designed to comply with California’s Uniform Electronic Transaction Act (UETA, Cal. Civ. Code §§ 1633.1-1633.17) which policy reads as follows:

I understand, agree and authorize all transactions relating to my potential employment or actual employment to be conducted by electronic means.

This means that the Organization will rely upon my signature electronically for all electronic employment related documents or records signed by me in electronic format.

I understand that my electronic signature is any electronic sound, symbol or process attached to or logically associated with a record executed by me or adopted by me with the intent to sign the record.

The term electronic employment document or record means a contract or other record created, generated, sent, communicated, received or stored by electronic means.

I hereby acknowledge that this authorization is voluntary on my part and may be relied upon by the Organization when determining whether I have received, understood and signed any and all employment related documents.

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT EMPLOYEE NAME

\_\_\_\_\_  
SIGNATURE, EMPLOYER REPRESENTATIVE

\_\_\_\_\_  
DATE

*Pending Board Approval*

*Please note that this handbook is confidential and proprietary and must not be circulated or disclosed to third parties at any time during or after your employment with the organization.*



## MUTUAL AGREEMENT TO ARBITRATE DISPUTES

The parties to this Mutual Agreement to Arbitrate Disputes (the “Agreement”) wish to resolve, fairly and efficiently, any dispute which may arise between them and mutually agree as follows:

In consideration of the undersigned employee’s (“Employee”) employment with Elite Academic Academy - **CHARTER** (the “Company”) and the mutual promises contained herein, **NAME** (“Employee”) and the “Company,” including any of its current and former owners, managers, members, directors, officers, shareholders, employees, agents, predecessors, successors, representatives, affiliated or related entities (“Company Parties,” who are intended third party beneficiaries of this Agreement) (collectively, the “Parties”, or individually, “Party”) knowingly and voluntarily agree that binding arbitration before a single, neutral arbitrator shall be the exclusive remedy for any and all claims that have existed, currently exist, and/or may arise between them.

- A) Claims Covered. This Agreement broadly covers *all* claims between the Parties (except claims that by law are non-arbitrable) (collectively, “Covered Claims”) including, but not limited to, claims for: (a) misclassification, wages (regular or overtime), meal period and/or rest break premiums, statutory and civil penalties including without limitation wage statement and waiting time penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied, express or written); (c) wrongful termination; (d) unfair competition and/or misappropriation of trade secrets; (e) discrimination and/or harassment, subject to the provisions of Section D below; (f) retaliation; and (g) any other claims arising out of the Parties’ employment relationship (including application for employment) or separation of the employment relationship or for violation of any federal, state, local, or other government law, statute, regulation, rule, or ordinance including, without limitation, the California Labor Code, the applicable Industrial Welfare Commission Wage Order, California Business and Professions Code, the Fair Labor Standards Act, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination in Employment Act. Other possible disputes covered by this Agreement include claims the Company may have against Employee, including, but not limited to, claims for: (a) the unauthorized disclosure or misappropriation of trade secrets; (b) intellectual property infringement; (c) conversion or theft; (d) breach of employment contract; (e) interference with contractual relations; (f) negligence; (g) breach of a fiduciary duty or the duty of loyalty; (h) trade libel or defamation.

B) Arbitration as Exclusive Remedy for Class, Collective, Representative and Multi-Party Action. Covered Claims must be arbitrated on an individual basis only, and arbitration on an individual basis is the exclusive remedy. No arbitrator has authority to join or consolidate claims or proceed with arbitration on a multi-plaintiff, class, collective, or representative basis, such as under California’s Private Attorneys General Act of 2004 to the maximum extent permitted by law (“representative” meaning Employee is seeking to represent other employees). THIS MEANS THAT YOU MAY NOT SEEK RELIEF ON BEHALF OF ANY OTHER PARTIES IN ARBITRATION, INCLUDING BUT NOT LIMITED TO SIMILARLY SITUATED EMPLOYEES OR AGGRIEVED EMPLOYEES. THE ARBITRATOR’S AUTHORITY TO RESOLVE ANY DISPUTE AND TO MAKE WRITTEN AWARDS WILL BE LIMITED TO YOUR INDIVIDUAL

CLAIMS. Any disputes concerning the applicability or validity of this paragraph shall be decided by a court of competent jurisdiction, not by the arbitrator. As to any Covered Claim, each Party waives the right to a jury trial and to a bench trial, and also waives the right to bring, maintain, participate in, or receive money from any class, collective and/or other multi-party proceeding, whether in arbitration or otherwise.

C) Knowing and Voluntary Nature of Agreement. The Parties, by signing this Agreement, represent and warrant that they have carefully read and fully understand this Agreement, that they have been afforded sufficient opportunity to review this Agreement with any advisors of their choice, that they are fully competent to manage their own business affairs and to enter into this Agreement, and that they have signed this Agreement knowingly, freely, and voluntarily. Employee understands that entering into this Agreement is not a condition of Employee's employment with the Company and, if Employee chooses to not enter into this Agreement, the Company will not retaliate, discriminate, threaten, terminate, or revoke Employee's offer of employment for that reason.

D) Excluded Claims. Notwithstanding the above broad scope of Covered Claims, this Agreement does not cover any claims that are non-arbitrable pursuant to applicable law (to the extent the law is not preempted by the Federal Arbitration Act ("FAA")) such as: (i) claims for workers' compensation benefits; (ii) claims for unemployment insurance benefits; (iii) sexual harassment and sexual assault disputes arising under federal, state or local law, unless the employee elects to arbitrate these claims; (iv) proceedings before the Worker's Compensation Appeals Board, the Employment Development Department, or the National Labor Relations Board; or (v) claims brought directly by the U.S. Department of Labor, the Department of Fair Employment and Housing, or the Equal Employment Opportunity Commission (collectively, "Administrative Claim"). If and to the extent a claim or proceeding which is listed as an example is no longer deemed non-arbitrable per applicable law, its inclusion in the list shall not be controlling and the claim shall be arbitrated pursuant to this Agreement. If any part of this Agreement is in conflict with any applicable law, the law shall govern, and that part of this Agreement shall be reformed and construed to the maximum extent possible in conformance with the applicable law. If any issue arises as to whether a particular dispute or claim between the Parties is arbitrable under this Agreement, a court of competent jurisdiction, and not an arbitrator, shall decide the issue of arbitrability.

E) Notice of Claim. A demand for arbitration must be in writing by certified or registered mail, return receipt requested and obtained, or by service as authorized for the commencement of a civil action, and made within the applicable statute of limitations period. The notice must describe the nature of the controversy and the remedy sought.

F) Rules and Place of Arbitration. Unless the Parties agree to an alternative, the arbitration shall be administered by JAMS ADR Services ("JAMS"). Arbitration will occur within 45 miles of where Employee is or was last employed by the Company under JAMS's then current Employment Arbitration Rules, except where these rules contradict this Agreement or applicable law. (A current copy of the JAMS rules is available at [www.jamsadr.com](http://www.jamsadr.com) or from Human Resources upon request). The arbitrator can order the same remedies that a judge could order in a court of law. The Parties shall be entitled to conduct reasonable discovery, including, without limitation, conducting depositions of and requesting documents from each other and third parties. The arbitrator shall have the power to subpoena relevant documents for review by a party prior to the arbitration hearing as well as subpoena relevant documents for production at the arbitration hearing. If the parties cannot agree on an arbitrator, JAMS's rules will govern selection. The arbitrator's written award shall: (i) issue within thirty (30) days of the conclusion of evidence; (ii) state the reasons to support the decision; and (iii) be based on governing law and evidence cited.

G) Arbitration Fees and Costs. Except for the equivalent court filing fees, the Company will be

responsible for any arbitration fees. Each Party shall pay its own costs and attorneys' fees, if any, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

H) Governing Law. The Parties acknowledge that this Agreement and Employee's employment with the Company evidence a transaction involving interstate commerce. Thus, notwithstanding applicable substantive state law, any arbitration conducted pursuant to this Agreement shall be governed by the FAA, 9 U.S.C. §§ 1-16. Otherwise, California law shall govern to the extent not inconsistent with the FAA.

I) Sole and Entire Agreement as to Dispute Resolution; Severability. This Agreement contains the entire agreement between the Parties with respect to alternative dispute resolution, which can only be modified in a writing signed by the Employee and an authorized officer of the Company. The Parties intend that this Agreement be limited to those claims that may legally be subject to a pre-dispute arbitration agreement under applicable law after applying FAA preemption principles. A court or arbitrator construing this Agreement may therefore modify or interpret it to render it enforceable. In the event that any provision of this Agreement is found to be invalid or unenforceable for any reason, such provision shall be severed from the Agreement and the remaining portions of the Agreement shall be given full force and effect.

BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE THAT EACH HAS RECEIVED AND HAS HAD THE OPPORTUNITY TO READ THIS AGREEMENT AND KNOWINGLY AND VOLUNTARILY WAIVES THE RIGHT TO CLASS, COLLECTIVE, REPRESENTATIVE AND OTHER MULTI-PARTY PROCEDURES, AND THE RIGHT TO TRIAL BY JURY OR JUDGE FOR ANY COVERED CLAIM.

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Meghan Freeman  
Chief Executive Officer  
Elite Academic Academy - CHARTER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# 2023-24 Safety Plan Mountain Empire

43414 Business Park Drive

Temecula, CA 92590

[Eliteacademic.com](http://Eliteacademic.com)

866-354-8302

# Table of Contents

|   |    |
|---|----|
| Section 1: School Safety Plan Purpose       | 2  |
| Section 2: Emergency Preparedness           | 3  |
| Learning Period Meetings                    | 5  |
| Testing Sites                               | 6  |
| Field Trips                                 | 11 |
| Staff Meetings                              | 14 |
| School Office                               | 15 |
| Section 3: Human Resources                  | 15 |
| Mandated Reporter                           | 17 |
| Sexual Harassment                           | 21 |
| Bloodborne Pathogens (BBP)                  | 22 |
| Section 4: Expectations of Conduct Students | 23 |
| Parents/Guardians                           | 23 |
| Staff                                       | 23 |
| Bullying Policy                             | 23 |
| Hate Crime Reporting                        | 25 |
| CA Law Regarding Firearm Storage            | 29 |
| Appendices                                  | 30 |
| Appendix A – Student Emergency Card         | 30 |
| Appendix B – Suspected Child Abuse Report   | 32 |



## **Section 1: School Safety Plan Purpose**

### **Objective**

Elite Academic Academy recognizes that students and staff have the right to a safe and secure environment where they are free from physical and psychological harm. The school is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others.

### **Nondiscrimination and Fair Treatment of Pupils**

Elite Academic Academy realizes that a major source of conflict in many schools is the problem of bias and unfair treatment of students (real or perceived) due to ethnicity, gender, race, social class, religion, disability, nationality, sexual orientation, physical appearance, or some other factor. Our school strives to convey the attitude that all children can achieve academically and behave appropriately, while at the same time appreciating individual differences. Elite Academic Academy endeavors to communicate to students, and the greater community, that all students are valued and respected.

### **Conduct**

Elite Academic Academy believes that all students have the right to be educated in a positive learning environment free from disruptions. At school activities, students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program.

Behavior is considered appropriate when students are diligent in study, careful with school property, courteous, and, respectful towards Elite Educators, other staff, students, and volunteers. Every effort is made to ensure students are aware of the expected behaviors at school-organized events.

### **Plan Elements**

The Elite Academic Academy School Safety Plan contains the following elements:

- Emergency Preparedness
  - Learning Period Meetings
  - Testing sites

- Field Trips
- Staff meetings
- School office
- Human Resources
  - Mandated Reporter
  - Sexual Harassment
  - Bloodborne Pathogens
- Expectations of Conduct
  - Students
  - Parents/Guardians
  - Staff

The school safety plan shall be evaluated annually. A copy of the School Safety Plan will be available for review at the Elite Academic Academy school office. The school also has an IILP, Covid Plan and School re-opening plan that can be viewed upon request.

## Section 2: Emergency Preparedness

Elite Academic Academy is an independent study program where students are schooled in the home and through various contracted vendors in the community. Typically, students are in the primary care of their parents/guardians for their schooling. There are a few instances when the school sponsors events, such as field trips and state testing when it is important to have a clear emergency preparedness plan.

The school's procedures for evacuation and emergency preparedness are outlined in the following section for testing sites, the school office, staff meetings, and field trips. The roles of the responsible parties, the training necessary to perform those responsibilities, necessary resources, and emergency response actions, if applicable, are defined for each site where school operations are conducted.

Further, it is important to clearly define the responsibilities of the school and parent/guardian, as well as the school's dismissal procedures, in the event of an emergency or disaster.

### Elite Academic Academy Responsibilities

Elite Academic Academy will abide by the vendor/site emergency plans. Beyond that, Elite Academic Academy will consistently maintain the following:

- Staff emergency information in Paycom
- Student emergency information held within Student Information System with staff access
- Employee safety training assignments, as appropriate
- First aid kits for all test sites, the field trip coordinators, and the school office

### Parent/Guardian Responsibilities

Parents and legal guardians of students will be required to complete when applicable:

- Annual CAASPP Site Security form - ER Card
- Field trip permission slips and waivers

All parents are responsible to keep their child's Student Information System Student Emergency Card current. In case of a declared emergency, students will be released only to persons designated on the application form. Parents/guardians are responsible for ensuring that information on all forms is current at all times.

### Guidelines for Student and Staff Dismissal

Student Dismissal:

In the event of a declared emergency, as per the site, all students will be required to remain onsite or at an alternate safe site under the supervision of the Director, Director's designee or other school staff assigned by the Director or designee. Students will not be permitted to leave until:

1. Regular dismissal time, and only if it is considered safe to do so.
2. Depending on the site, an authorized adult with a photo ID, whose name appears on the Emergency Card or field trip permission slip, arrives to pick up the student.
3. In the event of an earthquake or other disaster that prevents parents and other designated adults from picking up students, students will remain with school staff.

Staff Dismissal:

In the event of a declared emergency with students present, all school employees will remain on site and carry out their assignments until officially dismissed by the Director, or Director's designee, or relieved by fire or law enforcement.

## Learning Period Meeting (LPM)

The purpose of the learning period meeting is for the credentialed teacher to meet with the student to provide educational support, document learning, and complete other administrative tasks. Sometimes, these meetings occur in private homes and public locations, such as a library. Typically, the parent/guardian is present for these meetings and is solely responsible for the safety of the student. In the rare occasion when a student is not accompanied by the parent, the Elite Educator is required to meet in a public location for the safety of the student.

If during an LPM, there is an incident that poses a safety threat to the student, the parent/guardian would be responsible to decide the appropriate course of action for his/her child. If the parent/guardian is not present, the Elite Educator will take responsibility for the student's safety.

### Elite Educator

#### Required Training and Resources:

- Annually complete the following training:
  - Mandated Reporter
  - Bloodborne Pathogens
  - Sexual Harassment
  - CPR Certification
- Download, when possible, emergency apps to phone
  - Red Cross First Aid
  - Red Cross Earthquake
- First Aid Kit, provided by the school

#### Responsibilities:

- In the event of a student injury when a parent is not present:
  - Call 911 if student injury requires medical attention.
    - If blood or other bodily fluids are present, follow the bloodborne pathogens procedures using the school-provided first aid kit.
  - Contact the parent/guardian and allow them to take responsibility. Once present, the teacher may offer the use of the first aid kit to the parent in this event.
  - Contact a Director to complete any necessary paperwork.
- In the event of a student catching on fire:
  - Instruct the student to stop, drop, and roll (when clothes are on fire) and the teacher will use a blanket, jacket, or other available material - Starting at

the head of the victim, drag the blanket toward the feet, moving the flame away from the face.

- Contact a Director for any necessary paperwork.
- In the event of a building fire:
  - Evacuate the building.
  - Call 911.
  - Contact a Director for any necessary paperwork.
- Earthquake:
  - Instruct the student to implement the *Drop, Cover, and Hold* procedure:
    - *Drop* to the ground. For those students who are physically unable to drop to the ground, they should remain seated and cover their heads with their arms and hands.
    - *Cover* under or near desks, tables, or chairs in a kneeling position with their backs to the windows.
    - *Hold* onto table or chair legs.
    - Remain in drop position until the ground movement ends.
  - Contact a Director for any necessary paperwork.

## Testing Sites

The school conducts testing at various sites. Because these venues are not school-owned buildings or property, an effort to obtain the site plans from the venue and bring awareness to the staff of all site-specific emergency plans is the primary focus. Developing clear roles of responsibility, providing emergency student information to staff, maintaining first aid training and kits as appropriate, and developing a plan in the event of various emergency scenarios is outlined as follows:

### Director, Assessment

Responsibilities:

- Provide general staff safety training for test sites.
- Provide Test Site Coordinator (TSC) test-site-specific safety training and binder

## Test Site Coordinator (TSC)

### Responsibilities:

*Adult and Pediatric First Aid/CPR/AED Certified*

*Complete Safe Schools Training - School Intruders, Active Shooter, Safety Basics for Security Staff & Medication Administration: Epinephrine Auto-Injectors* • Emergency

Apps downloaded on phone:

- Red Cross First Aid
- Red Cross Earthquake
- EpiPen Trained.
- Epinephrine Indemnity Acknowledgement Signed.
- Standing Order for Anaphylaxis - Procedures to follow.
- Maintain a current list of all proctors and students on-site, including contact information (cell number) for proctors
- Responsible for overall direction and coordination of emergency response efforts during an incident.
- Receive and review a copy of Elite's Testing *Safety Plan*
- Obtain Site Emergency Plans and Emergency Contact Numbers
- Confirm and Locate Site Emergency Evacuation Map in the testing room(s).
- Establish pre-designated evacuation areas and exits and clearly mark them on the site map.
- Provide site-specific safety training for proctors, and ensure all staff is aware of site exits and evacuation areas.
- Complete incident report as needed for any medical concerns: minor cut, illness, allergic reaction, nosebleed, emotional upset, etc.

## Assessment Support (AS)

### Responsibilities:

*Complete Safe Schools Training - School Intruders, Active Shooter, Safety Basics for Security Staff & Medication Administration: Epinephrine Auto-Injectors*

- Emergency Apps downloaded on phone:
  - Red Cross First Aid
  - Red Cross Earthquake
- Responsible for ensuring the site is safe.
- Provided copy of *Safety Plan - Test Sites*.
- Support TSC as needed.
- Complete incident report, as needed, for any medical concerns: minor cut, illness, allergic reaction, nosebleed, emotional upset, etc.

## Teacher/Proctor

### Responsibilities:

*Proctors wear ID/lanyard or name tag at all times at the test site*

- Once alerted by a parent, it is the Elite Educator's responsibility to report ALL listed health issues
- Attend staff safety training
- Provided copy of Elite's Testing Site *Safety Plan*
- Attend site-specific safety training
- Report safety concerns to TSC immediately
- Take the student to TSC/Assessment Support for any medical concerns: minor cut, illness, allergic reaction, nosebleed, emotional upset, etc.

## Site Supplies and Resources

### First Aid

- CPR/AED Responder - Pack (contains one-way valve face shield)
- First Aid Kit
- Gloves (latex-free) - Box

### Emergency Preparedness

- Maintain emergency food and water

### Student Information

*TSC Manual - Master Copy -Student Emergency Card required for every student on site*

### *Proctor Binders*

- Copies - *Emergency Cards*- grade-level specific
- Grade Level Rosters - Parent Signatures for Sign-In and Pick-Up (Photo ID Required for student release)

## Emergency Procedures

### *Fire*

Proctors shall take Proctor Binders (containing student information) and:

1. Begin orderly evacuation immediately and complete within minutes of the initial alarm of a fire, with minimal congestion in hallways and exits.
2. Lead students to the pre-designated evacuation area away from fire lanes.
3. Take roll once in the evacuation area.
4. Report any missing students to the Test Site Coordinator (TSC) immediately.
5. Remain with students until given alternative instructions.

### *Earthquake*

Proctor shall implement the *Drop, Cover* and *Hold* procedure and instruct students to

- *Drop* to the ground. For those students who are physically unable to drop to the ground, they should remain seated and cover their heads with their arms and hands.
- *Cover* under or near desks, tables, or chairs in a kneeling position with their backs to the windows.
- *Hold* onto table or chair legs.
- Remain in drop position until the ground movement ends.
- Evacuation shall occur if directed by the Test Site Coordinator (TSC).
- Proctors will take Proctor Binders (containing student information).
- Proctors will lead students to the pre-designated evacuation area.
- Proctors will take roll once in the evacuation area.
- Proctors will immediately report any missing students to the Test Site Coordinator (TSC).
- Proctors will remain with students until given alternative instructions.

### *Emergency Campus Lockdown*

The decision to call for a *Lockdown* will be made by the Test Site Coordinator (TSC)

The TSC shall:

- Notify all proctors of the need for a test site lockdown, as soon as the decision has been made.
- As soon as possible after an emergency:
  - Inform the proctors of the reasons for the need for a lockdown;
  - Contact Assessment Director.
- Provide parents and other community members who ask for the reason for the lockdown, either in person or by phone, the reason as specifically as possible under the circumstances.
- Not provide the names of any students or parents involved (Ex. custody conflicts) to maintain confidentiality.
- Use discretion in determining how much information will be given to the students, based on their ages and maturity.
- Instruct proctors to provide information to the students in a calm and reassuring manner.

### *Lockdown Sample Situations*

- The site I has been informed that a crime has been committed near the site and the criminal has not been apprehended. There is no specific reason to believe that the criminal will come to the school.



- The Sheriff's Department has informed the site that an armed and dangerous person is in the vicinity of the school and all precautions should be taken.
- The site has received a direct credible threat that someone intends to do harm to one or more persons at the site.
- Information has been received by the site that a non-custodial parent is coming to try to take a student away from the test site.
- A person not having a legitimate business has been seen loitering in the vicinity of the site. He/she either has not left the area when asked to do so, or he/she has left but the TSC believes that based on the person's behavior, he/she may return.

### *Lockdown Procedures*

The TSC will:

- Notify the Sheriff's Department.
- Notify the Assessment Director of the *Lockdown* as soon as possible.
- Assign a proctor to monitor the main entrance(s) to allow legitimate visitors to enter.
- Notify the proctors in the fastest possible manner that a *Lockdown* has been initiated.
- Notify parents of the lockdown status.
- 
- Delay dismissal until it is safe for students to exit.
- Inform all proctors and Assessment Director that the *Lockdown* has ended, once it has been determined that the dangerous situation no longer exists.

Proctors will:

- Keep all students indoors under their supervision for the duration of the *Lockdown*.
- Lock testing room or building doors, close window and blinds if directed by the TSC.
- Contact the TSC to determine if the situation allows for students to leave the room to go to the bathroom.
- Escort any student who goes to the bathroom.
- Not dismiss students until receiving direction to do so by the TSC.
- Escort their students to the site of parent pick-up location.

Assessment Director will:

- Notify the Executive Director in the fastest possible manner.

### *Active Shooter/Armed Intruder on Campus*

If an armed assault occurs on or near the test site personnel who observed the assault should immediately notify the Test Site Coordinator (TSC) and call 9-1-1

TSC will:

- Initiate the appropriate response actions, which may include Shelter-in Place, Lockdown, On-Campus Evacuation, or Off-Campus Evacuation.
- Call 9-1-1 and provide the exact location, description, and nature of the incident. If the TSC cannot remain on the phone, a designated person should remain on the phone line with the 9-1-1 dispatcher until law enforcement personnel arrive on the scene.

If it is safe to do so, proctors should attempt to isolate and secure the students away from the perpetrator(s)

Proctors will:

- Take steps to calm and control students.
- Keep students in secured areas until local authorities arrive and are able to neutralize the perpetrator(s).
- Stay inside testing rooms.
- Instruct students to lie flat on the floor, move away from the doors or windows and remain quiet.
- Turn off lights, lock doors and close any shades or blinds.
- The goal is to hide and make your room look vacant.
- Silence cell phones.
- Remain in the testing room, or secured area, until further instructions are provided by the TSC or law enforcement.

## Field Trips

The school hosts field trips at various venues. Since these venues are public locations, the staff, students, and families in attendance will follow the protocol for emergency evacuations and safety as per the venue guidelines. School field trips require parent participation and therefore all students should be in the care of a parent/guardian or an Elite credentialed employee. In an effort to promote the safety of those in attendance, the development of clear roles of responsibility, collection and organization of emergency student information, and maintenance of first aid kits is outlined as follows:

### Field Trip Coordinators (FTC):

- Maintain a current list of all chaperones and students on site.
- Chaperones maintain a list of student information, emergency contact information, and any medical/allergy information
- Provide a first aid kit to all Field Trip Coordinators (FTC).
- Identify the method of communication between coordinators and chaperones in the event of unforeseen events.
- Monitor and provide training to parents transporting students other than their own.
- Provide FTC with necessary safety training:
  - Safe Schools Training - First Aid
  - Emergency Apps downloaded on the phone
    - Red Cross First Aid

### Field Trip Organizer:

- Collect all Field Trip Permission Slip and Waivers from students in attendance.
- Process and file signed parent or guardian permission forms prior to the activity. These should include contact information in case of emergency. Forms should be carried on the field trip in order to be given to a doctor/hospital in case emergency treatment is required.
- Plan for additional adult supervision. This includes, as a minimum, one (school-approved) adult per every 10 students. Consider assigning specific students to an adult in the group. Adult chaperones should be knowledgeable of all hazards, rules, and emergency procedures in advance.
- Maintain a current list of all school staff in attendance.
- Contact the Director in the event of an emergency.
- Complete all necessary training as needed.
- Bring first aid kit to the field trip.
- Provide a pre-trip email to Elite Educators, Chaperones, and parent chaperones containing information such as venue safety procedure, behavior expectations, hazards, itinerary, and other related information.
  - Obtain the most current weather forecast prior to the activity. Be especially aware of the chance for storms or other dangerous weather
- Identify the method of communication between coordinators and chaperones in the event of unforeseen events.
- Support the venue's direction and coordination of emergency response efforts during an incident.
- Inform parents of the FTC's contact information for safety concerns that occur during the trip.
- Provide parents with a map containing first aid stations.
- Complete incident report as needed for any medical concerns: minor cut, illness, allergic reaction, nosebleed, emotional upset, etc.
- Distribute and collect the online Google form to all parents driving other students to the field trip.

- Make sure that students fully understand the activities they will be conducting and any possible hazards to avoid. Ensure that, for water-related field experiences, at least one adult is trained in water safety techniques including CPR and lifesaving. If the student activity is planned in or on water, U.S. Coast Guard-approved life jackets must be worn.
- Ensure all COVID surveys have been completed the day before/day of field trip
- Ensure all Chaperones have COVID Personal protection equipment
- Ensure all COVID field trip guidelines have been communicated to students and staff

### Elite Educator Chaperone:

- Maintain current personal emergency contact information with school in Paycom.
- Carry a charged mobile phone in case of emergencies and a basic, approved first-aid kit for minor abrasions or scratches.
  - Report safety concerns to FTC immediately.
  - Support FTC as needed.
  - Support the venue's direction and coordination of emergency response effort during an incident.
  - Take the student to FTC for any medical concerns: minor cut, illness, allergic reaction, nosebleed, emotional upset, etc.
- Forms should be carried on the field trip in order to be given to a doctor/hospital in case emergency treatment is required
- Ensure all COVID field trip guidelines are implemented during the field trip for safety

### Parent Chaperones:

- Parents/guardians will ensure that their student, and any student they are responsible for, will remain with them for the entire trip.
- Parents/guardians will be responsible for any medications and administration to their child and/or student they are responsible for.
- Provide students & chaperones with identifying name tags.
- Contact the FTC when safety concerns occur during the trip.
- Utilize the venue's first aid stations if necessary.
- Follow the venue's direction of emergency response effort during an incident.
- Any other student attending the event is brought under the guidance and direction of the parent. Parents must complete the release of liability form for non-Elite Academic Academy students to attend.
- Ensure all COVID field trip guidelines are implemented during the field trip for safety

## Staff Meetings

In-person staff meetings are conducted in-person at a facility rented by the school. Because this venue is a public location, the staff and any additional participants in attendance will follow the protocol for emergency evacuations and safety as per the venue guidelines. In an effort to promote the safety of the staff, the development of clear roles of responsibility, collection and organization of emergency staff information, and maintenance of first aid kits are outlined as follows:

### Director or Director's designee

- Maintain a current list of all employees in attendance.
- Responsible for supporting the venue's direction and coordination of emergency response efforts during an incident.
- Obtain Site Emergency Plans, if possible.
- Obtain Site Emergency Evacuation Map, if possible.
- Establish pre-designated evacuation areas and exits and clearly mark them on the site map.
- Bring a first aid kit.

### Required Training and Resources:

- Complete Safe Schools Training - First Aid

### All Employees:

- Maintain current personal emergency contact information with school in Paycom.
- Report safety concerns to a Director immediately.
- Support Director as needed.
- Follow the emergency plans as directed by the venue.

## School Office

The school office is located in a rented facility that does not have an emergency plan. The staff and any additional individuals in attendance will follow the protocol for emergency evacuations and safety as per the following guidelines. In an effort to promote the safety of the staff, the development of clear roles of responsibility, collection of emergency staff information, and maintenance of first aid kits is outlined as follows:

### **Director and Human Resources**

- Maintain current staff emergency contact information.
- Develop site emergency plans and protocol as well as communicate plans to staff.
- Clearly post a site map indicating various evacuation routes and exits within the facility, fire extinguishers, location of the site alarm, and predesignated refuge or safe areas outside.
- Provide a first aid kit including flashlights and a window breaker.
- Provide safety training as needed.

### **Designee**

- The Designee is the most senior staff member present at the time of the emergency.
- Uphold the evacuation and safety plan.
- Bring a first aid kit.

### **All Additional Office Staff**

- Maintain a current personal emergency contact with the school in Paycom.
- Responsible for following the emergency and safety plans during an incident.

### **Emergency Procedures**

In the event that an emergency occurs, all employees are to evacuate the building by following the procedures below.

1. In the event of an emergency, all employees should immediately stop whatever they are doing and quickly and safely exit the building.
2. It is the responsibility of the most senior staff member present at the time of the emergency to see that all employees leave the building promptly and safely.

3. All employees should exit the building by way of the nearest exit or stairwell, if applicable, to the outside.
  - a. If the nearest stairwell, if applicable, is blocked by smoke, use the other stairwell, if applicable. DO NOT USE AN ELEVATOR. Elite Academic Academy will make every attempt to create prior arrangements with staff and individuals with disabilities as needed to assist them in the event of an evacuation.
  - b. If the nearest doorway or exit is blocked, and if the emergency calls for immediate evacuation, utilize the window breaker to clear a safe path to the outside.
4. Follow the exit plans. People who exit the building first must position themselves far enough away from the building to enable everyone to stand clear of emergency vehicles. The street must be kept clear at all times, so as not to hamper the movement of emergency vehicles into the area.
5. If possible, before leaving the building, the designee will call the Fire Department and leave all doors unlocked to allow the fire department easy access.
6. Once outside the building, the designee will:
  - a. Confirm that the fire department has been called (911)
  - b. Congregate all employees in the parking lot and confirm that all employees and visitors are out of the building.
  - c. Designate someone to meet the fire department at the front entrance to provide additional information if necessary.
7. Staff members trained in CPR and rescue breathing should survey the individuals outside to determine if anyone is in need of first aid. Appropriate aid should then be given.
8. Once outside, do not re-enter until the building is declared safe by the Fire Department and you are informed to do so by the designee.

### Section 3: Human Resources

Human Resources is responsible for providing staff training and ensuring compliance. The following Safe Schools training courses are available to be assigned to designated employees depending upon their level of responsibility for upholding the school safety plan and requirements per the law. Training plans may include one or more of the following:

- Active Shooter
- Crisis Response and Recovery
- Family Reunification
- Incident Command Systems
- Managing the Aftermath of Tragedy
- Terrorism: Awareness and Response
- Supervisor's Role in Safety
- Chemical Spills Overview
- Compressed Gas Safety
- Confined Spaces
- Electrical Safety
- Eye and Face Protection
- Facility Emergencies
- Fall Protection
- Fire and Explosion Hazards
- Fire Extinguisher Safety
- General Safety Orientation
- Lead Safety Awareness
- Office Ergonomics
- Personal Protective Equipment
- Slips, Trips and Falls
- Storm Water Management Overview
- AED (Automated External Defibrillators)
- Bloodborne Pathogen Exposure Prevention
- Cardiopulmonary Resuscitation (CPR)
- First Aid
- Health Emergencies: Asthma Awareness
- Health Emergencies: Choking and Heimlich Maneuver
- Health Emergencies: Life-Threatening Allergies
- Health Emergencies: Overview
- Health Emergencies: Seizures
- HIV/AIDS Awareness
- Sexual Harassment: Staff-to-Staff
- Sexual Harassment: Student Issues & Response
- Sexual Misconduct: Staff-to-Student
- Workplace Bullying: Awareness and Prevention
- Cybersecurity Overview
- Email and Messaging Safety
- Arson Awareness and Prevention



- Safety Basics for Security Staff
- School Intruders
- School Violence: Identifying and Addressing
- Visual Weapons Screening
- Online Safety: Cyberbullying
- Online Safety: Predators
- Online Safety: Threats of Violence
- Online Safety: What Every Educator Needs to Know
- Bullying: Recognition and Response
- Child Abuse: Identification & Intervention
- Child Abuse: Mandatory Reporting
- Gang Awareness
- Hazing
- Making Schools Safe for LGBT Students
- Mandated Reporter: Child Abuse and Neglect
- Youth Suicide: Awareness and Prevention
- Evacuation Planning for Students with Special Needs
- Online Safety: Threats of Violence Mandated Reporter

## **Mandated Reporter**

### **Duty to Report**

In conformance with the requirements of the Penal Code 11165.7, any district employee who has knowledge of or observes a child in his/her professional capacity or within the scope of his/her employment, whom he/she knows or reasonably suspects has been a victim of child abuse, shall report the known or suspected instance of child abuse to the Sheriff and/or child protective agency immediately, or as soon as practically possible, by telephone; and shall prepare and send a written report thereof within 36 hours of receiving the information concerning the incident. The mandated reporting duties are required of the individual and cannot be delegated to another individual except under circumstances set forth in Penal Code 11166.

For the purposes of this reporting procedure and the Penal Code 11166.1, “reasonable suspicion” means that it is objectively reasonable for a person to entertain such a suspicion, based upon facts that could cause a reasonable person in a like situation, drawing when appropriate on his or her training and experience, to suspect child abuse.

### **Definitions**

1. "Child Abuse" includes the following:

- A physical injury inflicted by other than accidental means on a child by another person.
  - Sexual abuse of a child.
    - Willful cruelty or unjustifiable punishment of a child, or willfully inflicting unjustifiable physical pain or mental suffering, or failure to safeguard a child from these injuries when the child is under a person's care or custody.
    - Unlawful corporal punishment or injury resulting in a traumatic condition.
    - Neglect of a child or abuse in out-of-home care.
2. "Mandated Reporters" are those people defined by law as "child care custodians," "health practitioners," "child visitation monitors," and "employees of a child protective agency." Mandated reporters include virtually all school employees. The following school personnel are required to report:
    - Teachers, administrators, supervisors of child welfare and attendance, certificated pupil personnel employees, school psychologists, licensed nurses, counselors, and those instructional aides or other classified employees trained in child abuse reporting.
  3. "Child Protective Agencies" are those law enforcement and child protective services responsible for investigating child abuse reports, including the local police or sheriff department, county welfare or juvenile probation
  4. Employees reporting child abuse to a child protective agency are encouraged, but not required, to notify the director, or the director's designee, as soon as possible after the initial verbal report by telephone.

Notified administrators shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law and school regulations. At the mandated reporter's request, the director may assist in completing and filing of these forms.

If the mandated reporter does not disclose his/her identity to a director, he/she shall provide or mail a copy of the written report to the school without his/her signature or name.

### **Legal Responsibility and Liability**

1. According to P.C. 11166 [c], if a mandated reporter fails to report an incident of known or reasonably suspected child abuse or neglect, he/she is guilty of a misdemeanor punishable by confinement in jail for up to six months, a fine of up to \$1,000, or both. If the mandated reporter intentionally conceals his or her failure to report an incident known by the mandated reporter to be abuse or severe neglect, the failure to report is a continuing offense until a county

designated agency to receive mandated reports specified in P.C. 11165.9 discovers the offense.

2. Any supervisor or administrator who violated P.C. 11166 [1], which prohibits impeding others from making a report, shall be punished by not more than 6 months in county jail or by a fine of not more than \$1,000, or both.
3. Any mandated reporter who willfully fails to report abuse or neglect, or any person who impedes or inhibits a report of abuse or neglect, where the abuse or neglect results in death or great bodily injury, shall be punished by not more than 1 year in county jail or by a fine of not more than \$5,000, or both (P.C. 11166.01 [b]).
4. No mandated reporter shall be civilly or criminally liable for any report required or authorized unless it can be proven that a false report was made and the person knew that the report was false or was made with reckless disregard of the truth or falsity of the report. Any person who makes a report of child abuse or neglect known to be false or with reckless disregard of the truth or falsity of the report is liable for any damage caused (P.C. 11172 [a]). When two or more persons who are required to report have joint knowledge of a suspected instance of child abuse, and when they so agree, the telephone report may be made by either of them, and a single report made and signed by that person. However, if any person who knows or should know that the designated person failed to make the report, that person then has a duty to do so.

### **Child Protective Services Hotlines**

1. Los Angeles County: 800-540-4000 (within CA), 213-639-4500 (outside CA), 800-272-6699 (TDD)
2. Kern County: 661-631-6011 -or- 760-375-6049
3. Riverside County: 800-442-4918 -or- 877-922-4453
4. Orange County: 714-940-1000 -or- 800-207-4464
5. San Bernardino County: 909-384-9233 -or- 800-827-8724
6. San Diego County: 858-560-2191 -or- 800-344-6000
7. Imperial County: 760-337-7750

### **Sheriff's Offices Contact Information:**

1. Los Angeles County
  - Phone: 323-267-4800
  - Website: <http://www.lasd.org>
2. Kern County
  - Phone: 800-861-3110

- Website: <http://www.kernsheriff.com>
- 3. Riverside County
  - Phone: 951-955-2400
  - Website: <http://www.riversidesheriff.org>
- 4. Orange County
  - Phone: 714-647-7000
  - Website: <http://www.ocsd.org>
- 5. San Bernardino County
  - Phone: 909-387-8313 (Valley)
  - Phone: 760-956-5001
  - Website: <http://www.sbcounty.gov/sheriff>
- 6. San Diego County
  - Phone: 858-565-5200
  - Website: <http://www.sdsheriff.net>
- 7. Imperial County
  - Phone: 800-452-2051, 442-265-2021
  - Website: <http://www.icso.org>

Within 36 hours, a written report must be sent, faxed, or submitted electronically. The written report should be completed on state form 8572, which can be downloaded at [http://ag.ca.gov/childabuse/pdf/ss\\_8572.pdf](http://ag.ca.gov/childabuse/pdf/ss_8572.pdf). (Appendix B: Child Abuse Report Form)

#### Child Abuse Training Requirement:

- Per AB 1432, all school employees must annually complete the Mandated Reporter Training course within the first six weeks of school, or by the sixth week of employment.
- This course is fully compliant with California Assembly Bill 1432 and is available online through Safe Schools, the school's online training and tracking system designed specifically for education agency employees.
- The Safe Schools learning management system will generate the required reports for proof of completion. Employees should retain a copy of the training certificate and provide a copy to Human Resources.
- Staff can access online training courses at:
  - <http://www.mandatedreporterca.com/> -or-
  - <http://eliteacademic.safeschools.com/login>
    - Employees must contact HR at [thasper@eliteacademic.com](mailto:thasper@eliteacademic.com) for mandated reporter course assignment in order to complete the training through the Safe Schools interface.

## Sexual Harassment

Elite Academic Academy prohibits sexual harassment of school employees and job applicants. The school also prohibits retaliatory behavior or action against employees or other persons who complain, testify or otherwise participate in the complaint process established pursuant to this policy and the administrative regulation.

The Elite Academic Academy Administrative team shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Per AB1825 and CA Govt. Code Sec. 12950.1, the school will provide supervisory employees, within 6 months of their assumption of a supervisory position, 2 hours of interactive sexual harassment training and education. Supervisors will be required to complete sexual harassment training every 2 years thereafter.
2. Providing training to all staff on sexual harassment and the sexual harassment school policy, particularly the procedures for filing complaints and employees' duty to use the school's complaint procedures as outlined in the employee handbook.
3. Publicizing and disseminating the school's sexual harassment policy to staff.
4. Ensuring prompt, thorough, and fair investigation of complaints.
5. Taking timely and appropriate corrective/remedial actions. This may require interim separation of the complainant and the alleged harasser, and subsequent monitoring of developments.

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or take other subsequent necessary action. Any district employee or job applicant who feels that he/she has been sexually harassed, or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant, or a student, shall immediately report the incident to Human Resources, his/her supervisor, the director, or the director's designee. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

An employee who receives a harassment complaint shall promptly notify Human Resources. Complaints of sexual harassment shall be filed.

Any district employee who engages or participates in sexual harassment, or who aids, abets, incites, compels, or coerces another to commit sexual harassment against a school

employee, job applicant, or student, is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

## **Bloodborne Pathogens (BBP)**

This policy pertains to spills and cleanup of blood or other body fluids. It is not a first aid/emergency response procedure.

### **Treatment of Students**

Each staff member will be required to complete a BBP course and will be equipped with a first aid kit. Staff will be instructed to prevent exposure to themselves by utilizing the kits if they must treat a student. Staff should follow the protocol of the site where the cleanup is needed (test site, field trip, etc.). If cleanup is needed during a Learning Period Meeting, the Elite Educator can provide the first aid kit to the parent/guardian for their use. All staff must contact their supervisor when an event requiring the use of their first aid kit was needed. First aid kits will be replaced as necessary.

### **School Office**

#### Procedure

1. In the event of a serious injury resulting in the release of blood or other body fluids which could contain pathogens (e.g., HIV or HBV), the first step is to treat the injured party. All personnel will have completed the Safe Schools Bloodborne Pathogens course in order to prevent exposure.
  2. Spilled body fluids should not be cleaned up without the appropriate protective equipment and materials specifically designated for such fluids. In the case where spilled body fluids need clean-up, this procedure must be followed by all personnel:
    - Advise the most senior employee on duty. They should be aware of the individual(s) doing the actual clean-up and the purpose of the cleanup.
    - Clean up the spilled fluids as follows:
      - Put on protective gloves.
      - Spread the absorbent material on the spilled body fluids, (e.g., paper towels) or use the Bloodborne Pathogens Spill kit.
      - Neutralize the potential pathogens with a 10% bleach-with-water solution or use the solution provided in the Emergency First Responder Pack. Cover the spill for 15 minutes.
        - Use paper towels to pick up material as best possible.
- Place all potentially contaminated materials in a leak-proof plastic bag.

- Sweep/mop up any additional neutralized/absorbed fluids and place them in the leak-proof bag.
  - Clean sweep/mop materials with hot, soapy water. Lastly, remove gloves from inside-out and place them in the bag.
  - Secure the bag and discard it as other trash.
  - Wash hands thoroughly in hot, soapy water.
3. After all activity is completed, an Incident Report is to be completed as necessary and submitted to the Director.

## **Section 4: Expectations of Conduct**

It is important that all students, parents/guardians, and staff understand the conduct expected at Elite Academic Academy in order to ensure that all parties feel safe.

### **Students**

Elite Academic Academy believes that all students have the right to be educated in a positive learning environment free from disruptions. At school activities, students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program.

Behavior is considered appropriate when students are diligent in study, careful with school property, courteous, and respectful towards Elite Educators, other staff, students and volunteers. Every effort is made at each site to ensure students are aware of the expected behaviors at a school-organized event.

### **Parents/Guardians**

The school developed a Civility Policy in light of defining the appropriate conduct for parents/guardians in relation to school-related interactions as well as a guide to the proper responses in light of a disruption. Please see the Elite Academic Academy Parent-Student Handbook.

### **Staff**

Staff conduct is equally important, and staff must exhibit professionalism at all times. Because we consider all school staff to be representatives of Elite Academic Academy, the school outlines standards of conduct for all staff members in the employee handbook, and defines expectations surrounding the following areas:

- Workplace violence
- Prohibited conduct

- Physical Contact with Students and Other Staff Members
- Off-duty conduct
- Drug and Alcohol-Free Workplace and Awareness Program
- Tobacco-Free Workplace
- Punctuality and Attendance
- Professionalism
- Dress Code
- Gifts to Employees
- Fee and Cash Collection
- Tuition Assistance
- Building Security

### **Bullying Policy**

The school recognizes the harmful effects of discrimination, harassment, intimidation, and bullying on student learning and works to provide a safe school culture that protects students from physical and emotional harm. Bullying creates a hostile environment in schools if it sufficiently and severely interferes with or limits a student's ability to participate in or benefit from the services, activities, or opportunities offered by the school. The school will establish student safety at all school-related functions as a high priority and will not tolerate discrimination, harassment, intimidation, and/or bullying of any student.

No student or group of students shall, through physical, written, verbal, non-verbal, gestural, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cybersexual bully, cause bodily injury to, or commit hate violence against any other student or school personnel. This includes acts of discrimination, harassment, intimidation, and bullying related to school activity or school attendance occurring within a school under the jurisdiction of the Director of Elite Academic Academy.

*Note: Pursuant to Education Code 32261 48900 and 48900.2-48900.4, the definition of "bullying" for purposes of establishing grounds for suspension or expulsion includes bullying via an electronic act. AB 746 (Ch. 72, Statutes of 2011) amended Education Code 32261 AB 1732 (Ch. 157, Statutes of 2012) amended Education Code 48900 to expand the definition of bullying committed by means of an electronic act to include posting of messages on social media networks; see AR 5144.1 - Suspension and Expulsion/Due Process Involuntary Transfer Back to the District of Residence/Due Process.*

In addition, Penal Code 653.2 makes it a crime for a person to distribute personal identity



information electronically with the intent to cause harassment by a third party and to threaten a person's safety or that of his/her family (e.g., placing a person's picture or address online so that he/she receives harassing messages).

Penal Code 288.2 makes it a crime to send a message to a minor if the message contains matter that is sexual in nature with the intent of seducing the minor (i.e., sexting). Cyberbullying and cybersexual bullying is an act of bullying committed through the transmission of a message, text, sound, or image by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or another wireless communication device, or computer. Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device.

Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation via a post on a social network Internet Web site, including not limited to posting to or creating a burn page, creating a credible impersonation of another actual pupil, or creating a false profile. Cybersexual bullying includes, but is not limited to, focusing on the person's appearance, body parts, sexual orientation, or sexual activity through the use of technology.

### **Bullying Prevention, Intervention and Reporting**

School staff will have access to Safe Schools online training related to the professional development of detecting warning signs, effective prevention strategies, and intervention skills.

School staff who witnesses an act of discrimination, harassment, intimidation, bullying, hazing, or teasing shall take immediate steps to intervene to stop the incident when it is safe to do so (Education Code 234.1.1b) and notify a Director. As appropriate, the Director, or the Director's designee, will notify the parents/guardians of victims and perpetrators. The Director or the Director's designee also may involve counselors and/or law enforcement as necessary.

Students are encouraged to notify school staff when they are being discriminated against, harassed, intimidated, bullied, hazed, or teased or suspect that another student is being victimized.

### **Hate Crime Reporting**

Hate crimes occur when a perpetrator targets a victim because of his or her membership in a certain social group, usually defined by racial group, religion, sexual orientation, disability, ethnicity, nationality, age, gender, gender identity, or political affiliation.

Hate crimes can take many forms. Incidents may involve but are not limited to, physical assault, damage to property, bullying, harassment, verbal abuse or insults, or offensive graffiti or letters.

#### Intervention and Reporting

1. Any student or employee who believes that he/she is a victim of hate-motivated behavior shall immediately contact the appropriate staff, Director, or the Director's designee; or, if an employee, Human Resources.
2. Staff who are informed of hate-motivated behavior or personally observe such behavior shall notify the Director, or the Director's designee; or, if regarding another employee, Human Resources.
3. Law enforcement will be notified by the Director, or Human Resources if it is determined that a hate-motivated crime occurred.
4. The staff has access to Safe Schools training to recognize hate-motivated behavior and methods of handling such behavior inappropriate ways.

#### **Notifying Staff of Dangerous Pupils**

Per California Ed. Code 49079 and in an effort to ensure the safety of all employees, the school will notify the Elite Educator or any additional staff as necessary in writing if a pupil has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 as outlined below:

- Caused, attempted to cause, or threatened to cause physical injury to another person.
- Willfully used force or violence upon the person of another, except in self-defense.
- Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous objects, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the Director, or the designee of the Director.
- Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance, an alcoholic beverage, or an intoxicant of any kind.
- Unlawfully offered, arranged, or negotiated to sell a controlled substance, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered,

or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.

- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property.
- Stole or attempted to steal school property or private property.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
  - Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.
- Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
- Knowingly received stolen school property or private property.
- Possessed an imitation firearm which would be a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- Committed or attempted to commit a sexual assault or committed a sexual battery.
- Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drugs.
- Engaged in, or attempted to engage in, hazing. "Hazing" being a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.
- Engaged in an act of bullying. "Bullying" being any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
  - Placing a reasonable pupil or pupils in fear of harm to that pupil or

those pupils' person or property.

- Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
- Causing a reasonable pupil to experience substantial interference with his or her academic performance.
- Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
- A pupil who aids or abets the infliction or attempted infliction of physical injury to another person.
  - "Electronic act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
    - A message, text, sound, or image.
      - A post on a social network Internet Web site, including, but not limited to:
        - Posting to or creating a "burn page."
        - Creating a credible impersonation of another actual pupil
        - Creating a false profile
      - An electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
    - "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

Additional Requirements and Liability as per Ed. Code 49079:

- A. A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
- B. An officer or employee of a school who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

- C. Any information received by a teacher or staff pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the employer.

**CA Law Regarding Firearm Storage:**

- With very limited exceptions, California makes a person criminally liable for keeping any firearm, loaded or unloaded, within any premises that are under their custody and control where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian, and the child obtains access to the firearm and thereby (1) causes death or injury to the child or any other person; (2) carries the firearm off the premises or to a public place, including to any preschool or school grades kindergarten through twelfth grade, or to any school-sponsored event, activity, or performance; or (3) unlawfully brandishes the firearm to others.
    - Note: The criminal penalty may be significantly greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.
  
  - With very limited exceptions, California also makes it a crime for a person to negligently store or leave any firearm, loaded or unloaded, on their premises in a location where the person knows or reasonably should know that a child is likely to gain access to it without the permission of the child's parent or legal guardian, unless reasonable action is taken to secure the firearm against access by the child, even where a minor never actually accesses the firearm.
  - In addition to potential fines and terms of imprisonment, as of January 1, 2020, a gun owner found criminally liable under these California laws faces prohibitions from possessing, controlling, owning, receiving, or purchasing a firearm for 10 years.
  - Finally, a parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward.
- Note: Your county or city may have additional restrictions regarding the safe storage of firearms.

## APPENDIX A: School Pathways Student Emergency Card

### Emergency Card

Currently Assigned Staff:

|                          |         |        |            |        |              |
|--------------------------|---------|--------|------------|--------|--------------|
| Student Name:            | Gender: | Grade: | Birthdate: | Age:   | Student ID#: |
| Physical Street Address: | City:   |        |            | State: | Zip:         |
| Mailing Address:         | City:   |        |            | State: | Zip:         |

### Parent/Guardian

|   |               |
|---|---------------|
| Parent/Guardian Name:                               | Relationship: |
| Address:  | Home Phone:   |
|   | Cell Phone:   |
|   | Work Phone:   |
|   | Email:        |
| Parent/Guardian Name:                               | Relationship: |
| Address:  | Home Phone:   |
|   | Cell Phone:   |
|   | Work Phone:   |
|   | Email:        |
| Person(s) authorized to pickup student from school: |               |
| Custody issue regarding the student:                |               |
| Legal restrictions for any parent:                  |               |

### Emergency Contacts

(Relatives/neighbors/friends who will assume temporary care of your child if you cannot be reached)

|                 |                          |                 |                 |
|-----------------|--------------------------|-----------------|-----------------|
| Contact 1 Name: | Relationship to student: | Phone Number 1: | Phone Number 2: |
| Contact 2 Name: | Relationship to student: | Phone Number 1: | Phone Number 2: |

### Other Children in Family

| Name | Gender | Year Born | School Currently Attending | over 18                  | Relationship to student |
|------|--------|-----------|----------------------------|--------------------------|-------------------------|
|      |        |           |                            | <input type="checkbox"/> |                         |
|      |        |           |                            | <input type="checkbox"/> |                         |
|      |        |           |                            | <input type="checkbox"/> |                         |
|      |        |           |                            | <input type="checkbox"/> |                         |
|      |        |           |                            | <input type="checkbox"/> |                         |

**Health Information**

|  |
|--|
| Medications taken by student at School or at Home (written authorization from doctor required for medications taken at school):            |
| Other Health Condition:  |
| What action is to be taken if student has a complication due to his/her allergic condition or other health condition (Please be specific): |

**Known Conditions:** (check all that apply)

|   |  |   |
|---|--|---|
| <input type="checkbox"/> Asthma                       | <input type="checkbox"/> Known hearing problem | <input type="checkbox"/> Glasses to be worn at all times      |
| <input type="checkbox"/> Bee Sting Allergy            | <input type="checkbox"/> Preferential seating  | <input type="checkbox"/> Known eye condition/defect in vision |
| <input type="checkbox"/> Diabetes                     | <input type="checkbox"/> Wears hearing aid     | <input type="checkbox"/> Wears contact lenses                 |
| <input type="checkbox"/> Epilepsy                     |  | <input type="checkbox"/> Wears glasses                        |
| <input type="checkbox"/> Heart Condition              |  |   |
| <input type="checkbox"/> Nut Allergy                  |  |   |
| <input type="checkbox"/> Seizures                     |  |   |
| <input type="checkbox"/> Other (Please Specify Below) |  |   |

**Insurance**

|                           |                           |                      |
|---------------------------|---------------------------|----------------------|
| Health Insurance Carrier: | Insurance ID or Policy #: | Hospital Preference: |
|---------------------------|---------------------------|----------------------|

**Physician**

|                    |          |        |
|--------------------|----------|--------|
| Name of Physician: | Address: | Phone: |
| Vision (list Dr):  |          |        |
| Hearing (list Dr): |          |        |

**Parent Signature**

*In case of accident or other emergency, if parent or guardian cannot be reached, I hereby authorize a representative of the school to make such arrangements as he/she considers necessary for my child to receive medical or hospital care, including necessary transportation.*

*Under such circumstances, I further authorize the physician named above to undertake such acts and treatment of my child as he/she considers necessary. In the event said doctor is not available, I authorize such care and treatment to be performed by any licensed physician or surgeon.*

*I certify that all of the statements and information given above are true and correct to the best of my knowledge:*

The undersigned hereby agree to bear all costs incurred as a result of the foregoing. This authorization will remain in effect until revoked by the undersigned in writing:

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Student: ; Currently Assigned Staff: ;

APPENDIX B: [Child Abuse Report Form](#)

|   |  |  |
|---|--|--|
| <b>Print</b>  | <b>SUSPECTED CHILD ABUSE REPORT</b>  | <b>Reset Form</b>  |
| To Be Completed by <b>Mandated Child Abuse Reporters</b><br>Pursuant to Penal Code Section 11166<br>PLEASE PRINT OR TYPE  |  |  |
|   |  | CASE NAME: _____   |
|   |  | CASE NUMBER: _____   |
| <b>A. REPORTING PARTY</b>   | NAME OF MANDATED REPORTER _____ TITLE _____  |  |
|   | REPORTER'S BUSINESS/AGENCY NAME AND ADDRESS _____ Street _____ City _____ Zip _____  |  |
|   | REPORTER'S TELEPHONE (DAYTIME) _____   | SIGNATURE _____  |
|   |  | MANDATED REPORTER CATEGORY _____   |
|   |  | DID MANDATED REPORTER WITNESS THE INCIDENT?<br><input type="checkbox"/> YES <input type="checkbox"/> NO                                |
|   |  | TODAY'S DATE _____   |
| <b>B. REPORT NOTIFICATION</b>   | <input type="checkbox"/> LAW ENFORCEMENT <input type="checkbox"/> COUNTY PROBATION AGENCY  |  |
|   | <input type="checkbox"/> COUNTY WELFARE / CPS (Child Protective Services)  |  |
|   | ADDRESS _____ Street _____ City _____ Zip _____  |  |
|   |  | DATE/TIME OF PHONE CALL _____  |
|   |  | TELEPHONE ( ) _____  |
| <b>C. VICTIM</b><br>One report per victim   | NAME (LAST, FIRST, MIDDLE) _____   |  |
|   | ADDRESS _____ Street _____ City _____ Zip _____  |  |
|   | PRESENT LOCATION OF VICTIM _____   |  |
|   | SCHOOL _____   |  |
|   | CLASS _____  |  |
|   | GRADE _____  |  |
|   | TELEPHONE ( ) _____  |  |
| PHYSICALLY DISABLED? <input type="checkbox"/> YES <input type="checkbox"/> NO                      DEVELOPMENTALLY DISABLED? <input type="checkbox"/> YES <input type="checkbox"/> NO                      OTHER DISABILITY (SPECIFY) _____ |  |  |
|   |  | BIRTHDATE OR APPROX. AGE _____ SEX _____ ETHNICITY _____   |
|   |  | PRIMARY LANGUAGE SPOKEN IN HOME _____  |
| IN FOSTER CARE? <input type="checkbox"/> YES <input type="checkbox"/> NO                      IF VICTIM WAS IN OUT-OF-HOME CARE AT TIME OF INCIDENT, CHECK TYPE OF CARE:  |  | TYPE OF ABUSE (CHECK ONE OR MORE)  |
| <input type="checkbox"/> DAY CARE <input type="checkbox"/> CHILD CARE CENTER <input type="checkbox"/> FOSTER FAMILY HOME <input type="checkbox"/> FAMILY FRIEND   |  | <input type="checkbox"/> PHYSICAL <input type="checkbox"/> MENTAL <input type="checkbox"/> SEXUAL <input type="checkbox"/> NEGLECT     |
| <input type="checkbox"/> GROUP HOME OR INSTITUTION <input type="checkbox"/> RELATIVE'S HOME   |  | <input type="checkbox"/> OTHER (SPECIFY) _____   |
| RELATIONSHIP TO SUSPECT _____   |  | DID THE INCIDENT RESULT IN THIS VICTIM'S DEATH? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> LINK |
|   |  | PHOTOS TAKEN? <input type="checkbox"/> YES <input type="checkbox"/> NO   |
| <b>D. INVOLVED PARTIES</b>  | NAME _____ BIRTHDATE _____ SEX _____ ETHNICITY _____   |  |
|   | 1. _____   |  |
|   | 2. _____   |  |
|   | 3. _____   |  |
|   | 4. _____   |  |
|   | NAME (LAST, FIRST, MIDDLE) _____   |  |
|   | ADDRESS _____ Street _____ City _____ Zip _____  |  |
|   | HOME PHONE ( ) _____   |  |
|   | BUSINESS PHONE ( ) _____   |  |
|   | NAME (LAST, FIRST, MIDDLE) _____   |  |
| ADDRESS _____ Street _____ City _____ Zip _____   |  |  |
| HOME PHONE ( ) _____  |  |  |
| BUSINESS PHONE ( ) _____  |  |  |
| SUSPECT'S NAME (LAST, FIRST, MIDDLE) _____  |  |  |
| ADDRESS _____ Street _____ City _____ Zip _____   |  |  |
| TELEPHONE ( ) _____   |  |  |
| OTHER RELEVANT INFORMATION _____  |  |  |
| <b>E. INCIDENT INFORMATION</b>  | IF NECESSARY, ATTACH EXTRA SHEET(S) OR OTHER FORM(S) AND CHECK THIS BOX <input type="checkbox"/> IF MULTIPLE VICTIMS, INDICATE NUMBER: _____   |  |
|   | DATE / TIME OF INCIDENT _____  | PLACE OF INCIDENT _____  |
|   | NARRATIVE DESCRIPTION (What victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/similar or past incidents involving the victim(s) or suspect) |  |

SS 8572 (Rev. 12/02)

**DEFINITIONS AND INSTRUCTIONS ON REVERSE**

**DO NOT** submit a copy of this form to the Department of Justice (DOJ). The investigating agency is required under Penal Code Section 11169 to submit to DOJ a Child Abuse Investigation Report Form SS 8583 if (1) an active investigation was conducted and (2) the incident was determined not to be unfounded.  
 WHITE COPY-Police or Sheriff's Department; BLUE COPY-County Welfare or Probation Department; GREEN COPY-District Attorney's Office; YELLOW COPY-Reporting Party