



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)

August 5, 2021 at 10:00 am

43414 Business Park Drive, Temecula, CA 92590

1102 South Juniper Street, Escondido, CA 92025

3291 Buckman Springs Rd., Pine Valley, CA 91962

3407 Winona Ave, Burbank, CA 91504



Elite Academic Academy - Mountain Empire - August 5, 2021

Elite Academic Academy - Mountain Empire

Time:

1.0 Call To Order

Roll Call:

Morgen Oelckers, Patrick Keeley, 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 August 5, 2021.

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)

A) CEO Annual Goals and Objectives

CEO Goals and Objectives

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. 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.

9.0 General Functions

9.1 Informational Items

A. CEO Report

EAA-ME CEO Report June July 21.pdf

9.2 Consent Agenda

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

Motion: Second:
Vote:

A. Meeting Minutes from the June 17, 2021 Board Meeting

EAA-ME 06.17.21.pdf

B. Warrant Register

WarrantRegisterME_Jul21.pdf

C. Job Descriptions

JD 2021 Community Relations Clerk (pending).pdf

JD 2021 Temporary Part-Time Community Relations Clerk (pending).pdf

JD Homeschool Teacher (pending) .pdf

JD PT CTE Teacher Part Time-Certificated (1).pdf

JD Teacher on Special Assignment (TOSA) (pending).pdf

JD Virtual Science Content Teacher -Certificated (pending).pdf

JD-Elite Virtual Content Teacher Spanish (pending).pdf

Speech and Language Pathologist JD (pending).pdf

D. New Instructional Services Community Partners

Elite Academic Instructional Service Partner_July_2021.pdf

10.0 Personnel Services

10.1 Temporary Certificated Hires

It is recommended that the Board ratify the following Temporary Certificated Hires for Elite Academic Academy - Mountain Empire.

Motion: Second:
Vote:

21220252

21220266

21220312

10.2 Temporary Classified Hire

It is recommended that the Board ratify the following Temporary Classified Hire for Elite Academic Academy - Mountain Empire.

Motion: Second:
Vote:

21220279

21220311

21220313

21220328

21220321

10.3 Certificated Hires

It is recommended that the Board ratify the following Certificated Hires for Elite Academic Academy - Mountain Empire.

Motion: Second:
Vote:

21220297

21220315

21220316

21220318

21220319

21220322

21220324

21220326

21220327

21220330

10.4 Classified Hire

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

Motion: Second:
Vote:

10.5 Employee Release and Resignations

It is recommended that the Board ratify the following Release and Resignations for Elite Academic Academy - Mountain Empire.

Motion: Second:
Vote:

21220248

21220258

21220282

21220283

21220292

10.6 Employee Contract Addendums

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

Motion: Second:
Vote:

21220290

21220290 1).pdf

21220291 (2).pdf

21220291(1).pdf

21220293.pdf

21220294

10.7 Employee Changes of Relationship

It is recommended that the Board ratify the following Employee Changes of Relationship for Elite Academic Academy - Mountain Empire.

Motion: Second:
Vote:

21220105

21220217

21220218

21220225

10.8 21.22 Contract Templates

It is recommended that the Board ratify the following 21.22 Contract Templates for Elite Academic Academy - Mountain Empire.

Motion: Second:
Vote:

21.22 - 11 Month - Certificated Teacher Contract.pdf

21.22 - 12 Month - Certificated Teacher Contract .pdf

21.22 Directors Contract (Certificated Notice of Employment).pdf

21.22 Full Time Certificated (Director) _At-Will_ Exempt (Salary)
Contract .pdf

21.22 Full Time Classified (Director) _At Will_ Exempt (Salary)
Contract .pdf

21.22 Full-Time Classified Non-Exempt (Hourly) Contract.pdf

21.22 Full-Time Classified Non-Exempt (Salary) Contract .pdf

21.22 Part-Time Certificated Non-Exempt (Hourly) Contract .pdf

21.22 Part-Time Classified Non-Exempt (Hourly) Contract .pdf

10.9 2021-2022 Staffing Calendar - 224 New Teacher

It is recommended that the board approve the following 2021-2022 Staffing Calendar - 224 New Teacher for Elite Academic Academy - Mountain Empire.

Motion: Second:
Vote:

2021-2022 Staffing Calendars -approved - New Teacher 224 (12 month).pdf

Time: 11.0 Business Services

11.1 CSC Borrowing Agreement

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

Motion: Second:
Vote:

Charter School Capital_Funding Proposal_7-30-21-ME.pdf

Elite Academic Academy Term Sheet 7.28.21.pdf

FE-018591-1 EAA Mt Empire 8.23.21.pdf

7.30.21 ME Board Report - Cash Flow.pdf

11.2 20.21 Payroll Allocation

It is recommended that the board approve the following 20.21 Payroll Allocation between Elite Academic Academy - Mountain Empire and Elite Academic Academy - Lucerne.

Motion: Second:
Vote:

2020-21 Audit_Payroll Allocation_EAA - Board Presentation.pdf

2020-21 Audit_Payroll Allocation_EAA - Allocation Summary.pdf

11.3 Pitney Bowes Contract

It is recommended that the board ratify the Pitney Bowes Contract for Elite Academic Academy - Mountain Empire.

Motion: Second:
Vote:

Pitney Bowes Lease Agreement 21-25 (2).pdf

Pitney Bowes Lease Agreement 21-25 (1).pdf

11.4 Pitney Bowes Resolution

It is recommended that the board approve the Pitney Bowes Resolution for Elite Academic Academy - Mountain Empire.

Motion: Second:
Vote:

Pitney Bowes Resolution - Mountain Empire 21.22.pdf

11.5 Tutor Time Phase 2 Proposal

It is recommended that the board approve the Tutor Time Phase 2 Proposal for Elite Academic Academy - Mountain Empire.

Motion: Second:
Vote:

Tutor Time Elite_Phase 2 Work Proposal

11.6 Nextiva Phone System Contract

It is recommended that the board approve the Nextiva Phone System Contract for Elite Academic Academy - Mountain Empire.

Motion: Second:
Vote:

Nextiva Sales Quote Proposal 16404922(final).pdf

Nextiva Contract.pdf

11.7 Community Partner Packets 21-22

It is recommended that the board approve the Community Partner Packets for Elite Academic Academy - Mountain Empire.

Motion: Second:
Vote:

2021-22 Community Partners -VCI Packet EAACS_complete.pdf

2021-2022 EMR Community Partner Packet EAACS_complete.pdf

11.8 Special Education Master Vendor Contracts 21.22

It is recommended that the board approve the following Special Education Contracts 21.22 for Elite Academic Academy - Mountain Empire.

Motion: Second:
Vote:

McColgan2021-signed2022-Master-Contract_ME.pdf

SLG_signed_2021-2022-Master-Contract_ME.pdf

STS_signed2021-2022-Master-Contract_ME.pdf

TSW_signed_2021-2022-Master-Contract_ME.pdf

11.9 Solution Tree HES Accreditation Purchase Agreement

It is recommended that the board approve the Solution Tree HES Accreditation Purchase Agreement for Elite Academic Academy - Mountain Empire.

Motion: Second:
Vote:

Purchase Agreement -HES Accreditation - Elite Academic Academy 6.10.21.pdf

12.0 Educational Services/Policy Development

12.1 Staff Handbook for Suicide Prevention, Intervention, and Postvention

It is recommended that the board approve the following Staff Handbook for Suicide Prevention, Intervention, and Postvention for Elite Academic Academy - Mountain Empire.

Motion: Second:
Vote:

Handbook of Suicide Prevention, Intervention, and Postvention - updated July 2021 (1).pdf

12.2 Independent Study Policy

It is recommended that the board approve the Independent Study Policy for Elite Academic Academy - Mountain Empire.

Motion: Second:
Vote:

ME Independent Study Policy EAA - updated July, 2021.pdf

12.3 Parent/Student Handbook

It is recommended that the board approve the Parent/Student Handbook for Elite Academic Academy - Mountain Empire.

Motion: Second:
Vote:

Elite Parent_Student Handbook 2021-2022 (pending board approval).pdf

12.4 YouSchool Contract

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

Motion: Second:
Vote:

The YouSchool Contract Summer Fall 2021.pdf

12.5 Content Teacher Professional Development Agreement

It is recommended that the board approve the Content Teacher Professional Development Agreement for Elite Academic Academy - Mountain Empire.

Motion: Second:
Vote:

Content Teacher Professional Development Agreement

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 scheduled meeting is September 2, 2021 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.

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.

Motion: Second:

Vote:



EAA CEO 21.22 Goals

OUR MISSION

Elite Academic Academy is committed to pursuing and maintaining **educational excellence** and **unparalleled flexibility** to achieve **academic distinction** in an independent study platform.



Aligns to LCAP - Goal #1

- Create an **Elite proprietary acceleration/tutoring platform** that allows for monitored small group and 1/1 academic support.



Steps to achieving this goal:

- **Increase 1/1 and small group academic support** for students designated as Title 1.
- **Increase communication between the tutor, teacher, and parent**, and work to close individual student achievement gaps.



Aligns to LCAP - Goal #2

- **Successfully renew our WASC accreditation**



Steps to achieving this goal:

- **Parents, Students, Staff, and Board Members** all work together to complete the comprehensive **Self Study**. We will be presenting our findings to the visiting committee in October in hopes for a 3-6 year renewal.



Aligns to LCAP - Goal #2 and #3

- **Complete the process for Marzano's High Quality School Accreditation**



Steps to achieving this goal:

- **Elite Leadership team** will work to complete the rigorous review process to become a **certified Marzano school**. This is an intensive review that will support in increased credibility and be completed by next Spring.



Aligns to LCAP - Goal #4

- **Implement two new CTE Pathways** for our Elite Students



Steps to achieving this goal:

- We will apply and **receive the state CTEIG grant**.
- Using **student survey data and industry need** we will implement **two new CTE pathways** for our students.

Elite Academic Academy

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



Monthly Update

June/July 2021

#BeElite

ELITE ACADEMIC ACADEMY



School: Elite Academic Academy–Mountain Empire
Authorizer: Mountain Empire Unified School District
Leader: Ms. Meghan Freeman, CEO
Month: June/July 2021

June/July 2021

Essential Focus	Celebrate	On Target	In Progress
Student Work/Data	<input checked="" type="checkbox"/>		
Families/Community	<input checked="" type="checkbox"/>		
Curriculum Development		<input checked="" type="checkbox"/>	
Budget		<input checked="" type="checkbox"/>	

Celebration Areas:

- Our **preliminary test results** show growth in both ELA and Math across the organization. Formal results will be announced soon!
- Our **credit/recovery acceleration period** was a success as we worked to serve over 800 students.



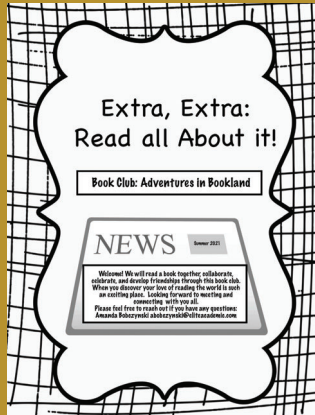
June and July have been busy months for the Homeschool Academy!

With over 700 Homeschool Students enrolled for Fall 2021, and over 400 of them being new homeschool families, that means we need lots of new teachers!

Homeschool has seen a change in Leadership, as well. With Carol McIntosh leaving Elite, **Evan Jorgensen has stepped in as Interim Homeschool Director** and is excited to continue to offer homeschool families flexibility and high expectations; and to keep the focus on what is best for the kids.

Our Summer Homeschool team has been busy calling all newly enrolled families to ensure their enrollment and expectations (over 400 phone calls!), interviewing new teachers (30 interviews thus far), and ensuring a successful transition into Fall Semester.

60 Homeschool students have joined the Elite Growth Academy, and have been progressing through their interactive curriculum, joining in Book Clubs and tutoring opportunities, and getting ready for Fall!



Ms. Amanda's Book Clubs

The K-1 group enjoyed weekly read alouds and books discussions. Students were able to identify story elements including characters, setting, problems and solutions, as well as theme. In addition, students reinforced their learning by exploring games and activities on Starfall.

The 2-3 group read *The Bad Guys*. Each session students took turns reading, and participated in book discussions to gain a deeper understanding of characters and events.

The 4th-5th group read *The One and Only Ivan*. Students cooperatively read together and participated in book discussions to draw conclusions and make inferences. Students discussed key events and details to determine why characters reacted the way they did, and how characters developed.

The 6th and 7th-8th grade groups read *I Am Malala*. Students cooperatively read together and participated in book discussions. Students learned how to analyze and make judgements based on reasoning and evidence.

Ms. Summer's Writing Clubs:

2nd-3rd

4th-5th

6th

7th-8th

All grade levels focused on Narrative Writing

The expectations for each grade level and club was adjusted to be appropriate for the students in each club. Students had fun being creative while at the same time learning proper grammar, sentence structure and paragraph formation, more interesting word choices and how to use dialogue correctly.

Students wrote:

"About Me" paragraphs

Descriptive and creative writing stories from picture and sentence prompts

Fun creative writing assignments creating a story as a team.



Elite Graduation

Elite Virtual Academy has 23 students that are graduating High School! We are so proud of their accomplishments, and honored them at our In-Person Graduation Ceremony on June 15.

Here are our Virtual Academy Graduating Seniors:

Bethzayda Lara
Maxwell Barrone
Joel Lopez
Jaiden Hinh
Kacey Vivirito
Jack Barker
Alex Bentley
Lilliana Bowen
Sebastian Cardenas
Jalen Cole-Rous
Giovanni Grammatico
Michaela Hawkins
Ally Krahn
Calvin Moore
Zachary Norman
Reign Pacino
Thera Pacino
Aiden Sepci
William Sorensen
Cerenitiee Vivirito
Cheyenne Vivirito
Michael Whaley
Quentin Woods

CAASPP Testing

Even with the twists and turns of State Testing this school year, our Virtual Academy was able to assess over 95% of our students in a brand new Virtual Platform. We are so proud of our hard-working students and their dedication to doing their best, and our supportive teachers!

In-House Virtual Tutoring

Our in-house virtual tutoring services have provided over 1,600 hours of FREE ONE-ON-ONE On-Demand tutoring for our virtual students.

8th Grade Promotion Certificates

Elite Virtual Academy had 115 8th grade students promoted to High School this school year! Each student received a personalized Promotion Certificate, as well as a celebratory box of items to help them in their future.



Virtual Track A Updates

Our Track A program this year focused on Credit Recovery and Credit Advancement for 9-12th graders. We had over 800 students participate in the program. Students were given the opportunity to:

- Regain lost credits to ensure on-time high school graduation;
- Pursue fields of interest within our Career Technical Education elective courses;
- Develop strong social/emotional skills with our SEL courses; and
- Accelerate high school careers by getting ahead on credits with our A-G core & elective courses.

2021 Credit Recovery/Acceleration - Elite Virtual Academy First Learning Period Offerings

For our first learning period, we provided high-quality and rigorous state board-approved standards-based curriculum options to support students in meeting the challenging state student academic achievement standards.

Career Technical Education

We offered courses in our Career Technical Education (CTE) pathways to ensure students have the opportunity for postsecondary education, career opportunities, and to acquire the skills to prosper in the 21st Century.

Digital Marketing A*
Principles of Marketing A*
Introduction to Sailing A*
Introduction to Surfing A*
Mechanics of Surfing A*
Acting A*

Core Courses & Electives

In an especially challenging year, we opened up our entire catalog of courses to allow students the opportunity to recover lost credits or accelerate in their academics.

Social-Emotional Learning Courses:

We also partnered with Ambassadors of Compassion to allow our students to participate in a social-emotional learning course. Ambassadors of Compassion LIFE A and B are proven character development, resiliency building, emotional intelligence, and wellness courses that equip students with the personal leadership skills necessary to navigate and succeed through life's inevitable challenges.

ELITE ACADEMIC ACADEMY

VIRTUAL GRADUATION 2021

congratulations ELITE ACADEMIC ACADEMY SENIOR class of 2021

Onward and beyond! #BeElite

June 15, 2021 • 6pm
on Zoom
Zoom ID: 973-0428-3021

Graduates, please wear your regalia and be camera ready for our live tassel switch!



Flex Academy has grown! During the months of June and July, Flex Academy has almost doubled in size. Flex is excited to welcome approximately 400 students and 8 new teachers this upcoming school year.

Our teachers have spent the majority of the summer supporting students in the Summer Growth Academy and Track A program, writing curriculum, and creating Science and Social Studies extended activities and projects for K-8 students to engage in during the next school year.

Flex has also dedicated this summer to building relationships with new students and families. Our summer Flex team has worked tirelessly to call all incoming students in order to welcome them to Flex as well as begin developing their personalized academic plan.

K-8

In the month of June, Flex promoted 8 Kindergarten students, 19 5th grade students, and 40 8th grade students. These students successfully completed their program and are ready for the next school year!

36 K-8th grade students are participating and showing growth in the Summer Growth Academy.

High School

In the month of June, Flex celebrated 25 students who graduated from Elite. We are so proud of our graduates. Many of them will be attending community college, vocational school, or enlisting in the military next year.

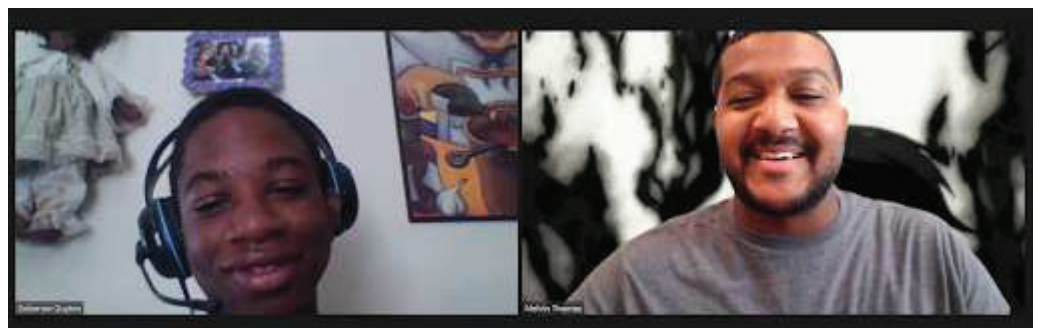
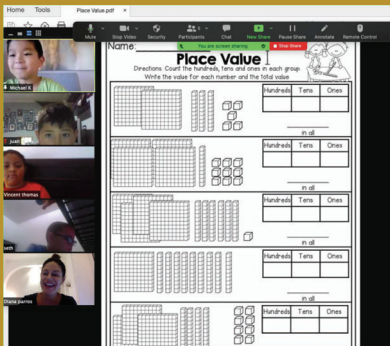


Flex content teachers have spent the months of June and July writing Elite proprietary curriculum. They also attended professional development specifically geared towards unpacking standards and creating essential learning statements. These are the essential concepts students are expected to learn by the end of their courses. Flex content teachers are currently writing the following courses.

English 11 A/B
US History A/B
8th grade Pre-Algebra B

Flex content teachers are currently revising the following courses in order to align them with the National Standard for Quality Online Courses.

English 9A/B
English 10A/B
Algebra 1A/B
Algebra 2A/B
Geometry A/B
World History A/B



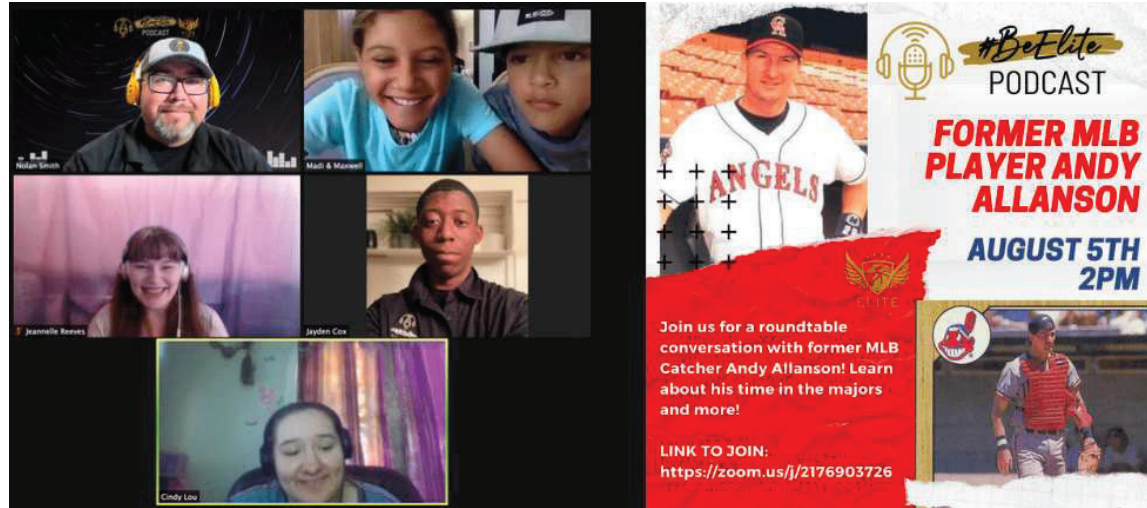


#BeElite Podcast

Lead: Mr. Nolan Smith
Director: Ms. Ashlea Kirkland-Haynes

The Be Elite Podcast had/has two special episodes planned during the summer. The first debuted on YouTube, as students joined Podcast Advisor Mr. Smith to talk about movies! Favorite movies, least favorite, movies they are excited for in the summer and so on. All students and staff are invited to join us for these discussions.

The second podcast during the summer records on August 5th, and features EAA's very own Andy Allanson as he talks about his life as a former Major League Baseball catcher. Many of the Marketing students this semester have an interest in baseball and sports, so having Mr. Allanson as our guest is a perfect way to engage and inform about careers in baseball.



Marketing

Students are currently taking Principles of Marketing and Digital Marketing. During this semester, students have worked on a number of projects that reinforce the importance of marketing all around us. From conducting a SWOT Analysis, to designing and planning out t-shirt sales, students have made strides in learning about marketing as a whole.

Below are some examples of student work from the past month.





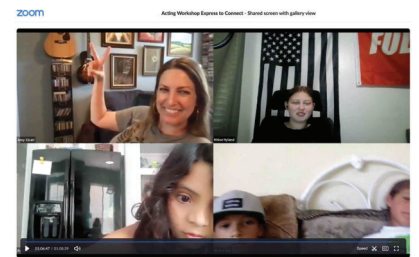
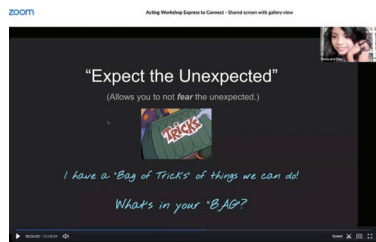
Students demonstrating their understanding of the mirror exercise to increase skills in awareness, observation, and facial expression.

Reading Through Music -- Summer Growth Academy

Throughout the Summer Session, students grades K-8 experienced creative ways to 'play reading' like we play music. Students were guided through a range of activities designed to increase a readers' imagination, growth mindset, and perspective about words and sounds. Readers examined the musicality of language to experiment with patterns shared in reading and music -- focusing on repetition and variation.

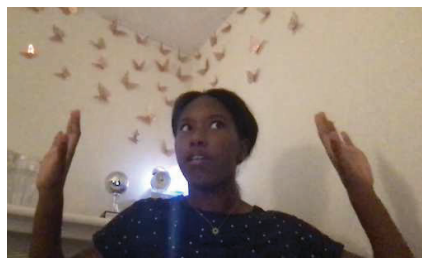
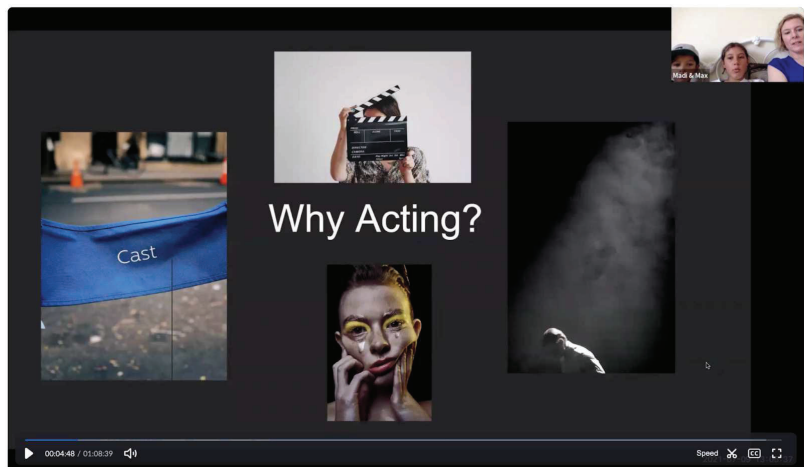
Connect to Express VAPA Webinars

VAPA Lead Amy Ciceri hosted two "Expect the Unexpected" themed webinars during the summer, designed to give students grades K-12 the opportunity to experience the foundational aspects of acting, focusing on human relationships and storytelling, verbal and nonverbal expression, and creativity. Students engaged in conversations and played the "Big Talk" game that allowed them to share stories about their life experiences and discover commonalities that increased a sense of connectedness. Students were asked 'big questions' like "Why acting?" to gain a deeper understanding of diverse perspectives about the purpose for acting in today's world -- and the motivation behind why some people might choose acting as a career.



Acting 1A

Students enrolled this Summer in Acting 1A are discovering ways to access their creativity from within. Student actors begin the course in unit one titled "Who Are You?", taking students through a range of lesson experiences designed to jumpstart their critical thinking process and establish a positive cast culture that celebrates diversity. The SHOW ME course mantra guides students to routinely reflect on their daily learning to increase mindfulness, productivity, growth mindset, and self-efficacy. Students are learning how to validate and manage their emotions -- stepping outside their comfort zones to take healthy learning risks through fun and playful exercises that increase curiosity and motivation. Students are preparing for their culminating performance tasks: an autobiographical storytelling piece and a voice acting "audition" monologue.



Student Zenya practices her speaking skills and demonstrates critical thinking by sharing her end-of-the-unit SHOW ME reflection with her castmates via screen-recording technology.

Zenya effectively demonstrates her understanding of fixed point as she practices pantomime exercises, concluding with creating an inanimate object of her own for her peers to guess.



Elite Adventure CTE Pathway

Lead: Mr. Tom Olson

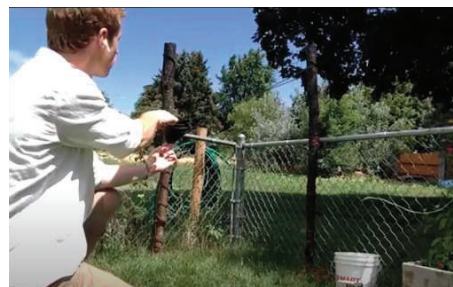
Director: Ms. Ashlea Kirkland- Haynes

Quest Crew/Adventure CTE courses

MakerSpace

The MakerSpace, our newest Elite enrichment club, debuted this summer with an activity for all summer session students; a water balloon launcher! The turn out for this event was great and we hope to see the momentum carry into the 21/22 school year.

The MakerSpace is centered on building student skill sets while empowering them to invest in their creativity and ideas. The club will first focus on ideation, sketching and form exploration before diving into student ideas and skill acquisition. The MakerSpace will meet on the first Monday of each month.



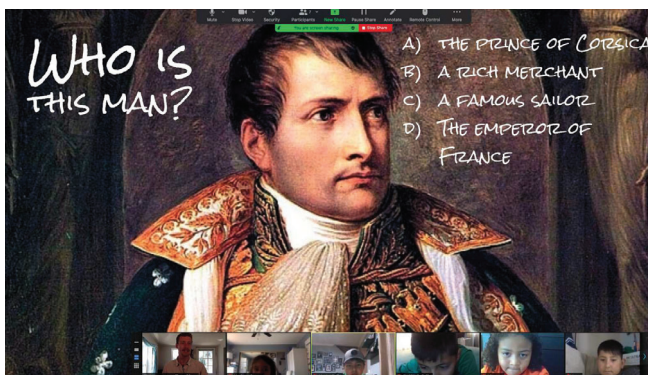
Quest Crew

The Quest Crew held an introduction to fishing lesson last Friday. This lesson was focused on teaching students what is needed for a successful and safe fishing trip. Topics included PFDs, fishing licenses, catch and release rules, pole and reel anatomy, knot tying, lure selection and the ethical responsibilities of fishermen. Students in attendance were very enthusiastic about fishing and wanted there to be a school-wide field trip in the coming school year! Research has begun and we are considering Lake Poway as an option once restrictions are lifted.



Where in the World is Mr. O? Summer Growth Academy

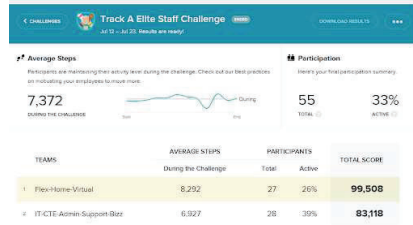
During our Summer Session, our educators put their creativity to the test to create a series of 6 different lessons that help students with their knowledge base as well as reading and math skills. 'Where in the World is Mr. O?' is centered around 6 mysterious islands, each with a specific topic or lesson incorporated with that location. For example, the lesson below was centered on Corsica, the birthplace of Napoleon Bonaparte, and kept with the theme of history. Other locations have included the Azores, Madagascar and New Guinea. At the end of each lesson, students are given a clue and encouraged to guess and explore the globe before our next weekly 'voyage'.





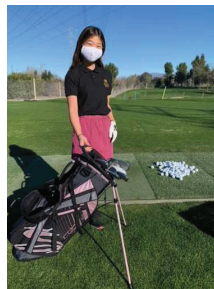
Flex-Home-Virtual Staff Wins Again!!!

Elite Track A Staff Fitbit Challenge was a two week team challenge from July 12th - 23rd. The Flex-Home-Virtual Academy Team Was the winner again, averaging 8,292 steps daily during the challenge.



Elite Golf Club

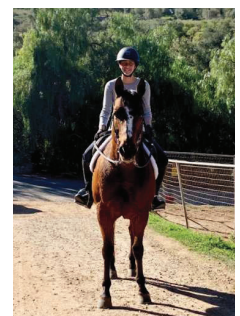
Monthly Meeting: Students in the Elite Golf Club will meet with Coach Andy on the 1st Monday of each month. Beginning September 6th, golf members will meet to discuss & plan their individual pathway, lessons, tournaments, courses and "All-Things-Golf".



RETURNING ELITE GOLF CLUB MEMBERS PUTTING IN PRACTICE TIME

Elite Equestrian & Riding Club

Monthly Meeting: Elite Equestrian & Riding Club members (25+) and guests will be meeting with Coach Andy the 1st Monday of each month to discuss "All-Things-Equine".



2021-2022 EERC CAPTAINS GETTING IN SUMMER PRACTICE TIME

Elite Baseball - Softball - Basketball

Monthly Meeting: COMING SOON



In our K-8 Summer Growth program, 18 students engaged in weekly tutoring. Tutoring, focuses on reviewing concepts students struggled with this past school year, has resulted in a documented increase in math and literacy skills.

In Track A Credit Recovery program, 16 students have scheduled over 70 hours of math tutoring. Tutoring support has been needed in three areas:

- Students needing help navigating Canvas and understanding dual-enrollment pacing;
- Students seeking content support to stay caught up and get specific questions answered; and
- Students struggling to work independently that need structure and guidance from tutors.

75% of summer math students are passing their courses, due in large part to Tancy Aldridge and Shaun Bunn's continuous tutoring and office hours to support students. Student math skills are improving, particularly in number sense, geometry, solving contextual problems, and linear equations.

Marketing

Our marketing team put together a number of summer events, such as a College Blueprint Webinar to showcase top job industries and recent trends in college planning and admissions.

Our top cities reached this month were: Indio, Los Angeles, San Diego. And two social media posts reached close to 10k viewers!



Social Media Reach for 6/25-7/22:

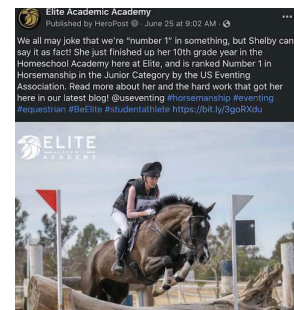
Facebook Page Reach up 33%

Instagram Page Reach up 27%

Facebook Post Engagement up 38%

New FB Page Followers up 30%

Facebook Page Views up 11%



Technology

We added JAMF to our system for managing Apple devices. With JAMF, we can push apps and updates, connect to the device remotely, erase and lock the device, and so much more. This improves our equipment management system for staff and students.

We've started a technology refresh cycle to update our 2017-18 Mac and PC laptops. In addition to the laptop, teachers will receive a document camera and scanner to assist with their instruction and compliance.





Meet Our Team...

Mrs. Karen Makkai, Director At Promise Department

Mrs. Antonette Sims, Director of Assessment

Ms. Nicole Lively, School Counselor

Ms. Jen Edick, Special Education Coordinator

Ms. Kiley Allen, Community and Marketing Coordinator

Who we are...

We foster positive relationships among educators and students through social-emotional learning, academic interventions and support, college and career readiness plans, and collaborative problem solving to ensure every student thrives - all in one team.

What we do...

Social Emotional Support
Community/Educator/Student Engagement
Academic Support
Assessment and Data



Elite Student Support Services Department

Mrs. Karen Makkai, Ms. Nicole Lively, Ms. Jen Edick, Ms. Antonette Sims, Ms. Kiley Allen

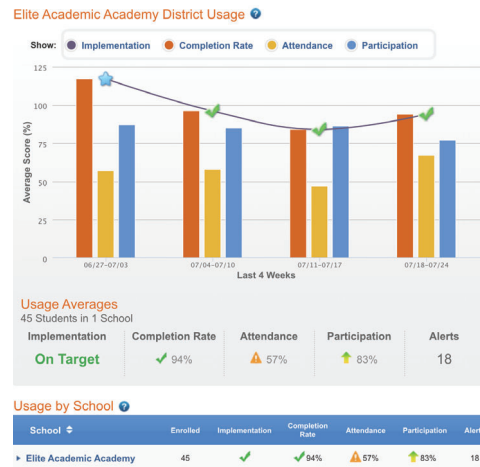
Assessment

We currently have approx 450 new 2nd-12th students that need to take the iReady Beginning of Year assessment. Temporary teachers have been hired and trained to administer the assessment and provide quality service and feedback. Kinder and 1st grade students will take the assessment with their Teacher of Record.

ELPAC Celebration!

Reclassification notices were sent to 8 students who reclassified from English learner (EL) status to fluent English proficient (RFEP) status based on their ELPAC test results.

96% of Individual CAASPP results are available now and being sent to families. Official schoolwide results are not yet available.



95 students are participating in Elite's Summer Growth Academy. 45 students are participating in Fast ForWard with a 94% Completion Rate to improve their literacy skills. 22 students are working in the Reading Assistant Plus program and 35% of those students are working at the developing or above level.

36 students are utilizing the i-Ready math personalized pathway to improve their math skills. On average, students are passing 89% of the lessons with 48% of those students spending over 30 minutes a week in the program.

Our At Promise students are also participating in fun academic clubs with Teachers of Record through our Summer Growth Academy. These clubs have an academic focus while showing the students that learning can truly be fun!

Special Education

The Special Education Department at Elite Academic Academy has been hard at work this summer! Our administrative staff are reviewing the IEPs of new incoming students and service providers are being assigned. We are also scheduling the 30-day IEP meetings to ensure all aspects of the IEPs are in place for our students. Additionally, the Special Education Department has been designing an educational presentation for Elite's professional development training days. We are looking forward to a smooth start to the upcoming school year!





Elite Accomplishment Summary

- ✓ With a focus on **Student Work and Data** we are testing over 450 new students who have joined the Elite family on iReady.
- ✓ With a focus on **Responsive Instruction** we proud of our students making academic gains as a result of our summer growth academy and our credit recovery/acceleration learning period.
- ✓ With a focus on **Shared Leadership** we are preparing for professional development to support our teaching in a fabulous start to the 21.22 school year.



Grade Span	Track B (Projected Enrollment)
Tk-3	267
4-6	177
7-8	107
9-12	142
Total	Total 693

** Does not include Track A enrollment*

Goals For Next Month

- Successfully **train our new teaching staff**.
- Test and pilot our **new tutoring systems**.
- **Analyze our CAASPP scores** to being academic acceleration for struggling students.





Elite Academic Academy - Mountain Empire - June 17, 2021

Elite Academic Academy - Mountain Empire

Time: 10:03 am

1.0 Call To Order

Roll Call:

Morgen Oelckers, Patrick Keeley, Ronnie Jackson

Present

Present

Present

2.0 Approve/Adopt the Agenda

It is recommended the Board of Directors adopt as presented the agenda for the Board Meeting of June 17, 2021.

Pat Ronnie

Motion: Second:

Vote: Morgen; Aye, Pat; Aye, Ronnie; Aye.
Item carries 3-0.

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.

13.0 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: 10:03 am

6.0 Pledge Of Allegiance

Led By: Ronnie Jackson

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. Please complete and return the form for agendaized or non-agendaized 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.

9.0 General Functions

9.1 Consent Agenda

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

A. Meeting Minutes from the June 03, 2021 Board Meeting

EAA-ME Minutes 06.03.21.pdf

B. Job Descriptions

Morgen Pat

Motion: Second:

Vote: Morgen; Aye, Pat; Aye, Ronnie;
Aye.
Item carries 3-0.

JD Elite Virtual SEL Content Teacher (pending).pdf

JD Director of Assessment (pending) .pdf

10.0 Personnel Services

10.1 2021/22 Certificated Employee Contracts

It is recommended that the board approve the following 2021/22 Certificated Employee Contracts for Elite Academic Academy - Mountain Empire.

21.22 Certificated Employees ME.pdf

10.2 Temporary Classified Hires

It is recommended that the board ratify the following Temporary Classified Hires for Elite Academic Academy - Mountain Empire.

2021237.pdf

2021238.pdf

2021299.pdf

2021300.pdf

2021301.pdf

2021303.pdf

10.3 Temporary Certificated Hires

It is recommended that the Board ratify the following Temporary Certificated Hires for Elite Academic Academy - Mountain Empire.

20210306

20210225

2021223.pdf

2021233.pdf

2021249.pdf

2021255.pdf

2021298.pdf

20210307.pdf

20210308

10.4 Employee Releases and Resignations

It is recommended that the Board ratify the following Employee Releases and Resignations for Elite Academic Academy - Mountain Empire.

Release 20210289.pdf

Morgen Ronnie

Motion: Second:

Vote: Morgen; Aye, Pat; Aye, Ronnie; Aye.
Item carries 3-0.

Morgen Ronnie

Motion: Second:

Vote: Morgen; Aye, Pat; Abstain, Ronnie; Aye.
Item carries 2-0.

Morgen Ronnie

Motion: Second:

Vote: Morgen; Aye, Pat; Abstain, Ronnie; Aye.
Item carries 2-0.

Morgen Ronnie

Motion: Second:

Vote: Morgen; Aye, Pat; Aye, Ronnie; Aye.
Item carries 3-0.

Time: 10:08 am

11.0 Business Services

11.1 2021/22 Budget

It is recommended that the Board approve the 21/22 Budget for Elite Academic Academy - Mountain Empire.

EAA - ME Board Report - Multi-Year Projection.pdf

FIN EAA Mountain Empire_21-22_MYP Alt Form.xlsx

EAA ME Board Report_2021-22 Cash Flow Projection.pdf

2021_LCFF_Budget_Overview_for_Parents_Elite_Academic_Academy_-_Mountain_Empire_20210611.pdf

Ronnie Pat

Motion: Second:

Vote: Morgen; Aye, Pat; Aye, Ronnie; Aye.
Item carries 3-0.

11.2 2021/2022 Local Control Accountability Plan (LCAP)

It is recommended that the Board approve the following 2021/2022 Local Control Accountability Plan (LCAP) for Elite Academic Academy - Mountain Empire.

2021_Local_Control_and_Accountability_Plan_LCP_Annual_Update_Elite_Academic_Academy_-_Mountain_Empire_20210602.pdf

2021_Local_Control_and_Accountability_Plan_Elite_Academic_Academy_-_Mountain_Empire_20210602.pdf

11.3 Gap Funding Loan Resolution 2021-2022

It is recommended that the Board approve the following Gap Funding Loan Resolution for 2021-22 for Elite Academic Academy - Mountain Empire.

Gap Funding Loan Board Resolution - Mountain Empire 2021-22..pdf

11.4 Year-Round Community Partner Agreements

It is recommended that the board approve the following Year-Round Community Partner Agreements for Elite Academic Academy - Mountain Empire.

Ambassadors of Compassion (AOC) Year Round Community Partner Agreement 21.22.pdf

Around the Horn (ATH) Year Round Community Partner Agreement 21.22.pdf

Desert Baseball Network Year Round Community Partner Agreement 21.22.pdf

Elite Spirit Cheer Year Round Community Partner Agreement 21.22.pdf

11.5 Employee Compensation Resolution

It is recommended that the Board approve the following employee compensation resolution for the 21.22 school year.

Employee Compensation Resolution_Elite_Academic_Academy-Mountain 06.17.2021.pdf

Ronnie Morgen

Motion: Second:

Vote: Morgen; Aye, Pat; Aye, Ronnie; Aye.

Item carries 3-0.

Morgen Ronnie

Motion: Second:

Vote: Morgen; Aye, Pat; Aye, Ronnie; Aye. Item carries 3-0.

Ronnie Morgen

Motion: Second:

Vote: Morgen; Aye, Pat; Aye, Ronnie; Aye. Item carries 3-0.

Morgen Ronnie

Motion: Second:

Vote: Morgen; Aye, Pat; Aye, Ronnie; Aye. Item carries 3-0.

12.0 Educational Services/Policy Development

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 scheduled meeting is August 5, 2021 at 10:00 am.

15.0 Board Comments and Future Planning

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.

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 Ronnie

Motion: Second:

Vote: Morgen; Aye, Pat; Aye, Ronnie; Aye.

Item carries 3-0.

Staff Present

Meghan Freeman

Tracy Hasper

Gena Altamirano

Adam Woodard

Monique Waithe

Ashlea Kirkland-Haynes

Teresa Schaffer

Time: 10:26 am

Elite Academic Academy - Mountain Empire

Date	Vendor Name	Account Name	Ref Number	Amount
5/5/2021	ADOBE ACROPRO SUBS	Technology Services & Software - Business	Credit Card 348	\$604.75
5/11/2021	GRASSHOPPER.COM	Phone / Internet / Website Fees	Credit Card 348	\$110.16
5/13/2021	FEDEX OFFICE 00000828	Postage & Delivery - Educational	Credit Card 348	\$617.61
5/13/2021	MAXI-AIDS 800-522-6294	Core Teaching/Student Supplies	Credit Card 348	\$41.09
5/16/2021	GOOGLE *Domains	Technology Services & Software - Business	Credit Card 348	\$12.00
5/16/2021	LOGMEIN*GoToMeeting	Technology Services & Software - Business	Credit Card 348	\$11.84
5/17/2021	MSFT * E0300EJ6NW	Technology Services & Software - Business	Credit Card 348	\$338.25
5/20/2021	STAMPS.COM	Postage & Delivery - Educational	Credit Card 348	\$17.99
5/21/2021	SKINIT COM	Core Teaching/Student Supplies	Credit Card 348	\$2,864.38
5/23/2021	AMERICAN RED CROSS	Educational Services	Credit Card 348	\$35.00
5/26/2021	PY *Storage Solutions San	Rent - Facilities Lease	Credit Card 348	\$189.00
5/30/2021	SKINIT COM	Core Teaching/Student Supplies	Credit Card 348	\$12.00
6/1/2021	ANNUAL MEMBERSHIP FEE	Dues & Memberships	Credit Card 348	\$95.00
6/2/2021	MEL Science U.S., LLC	Approved Core Curriculum, Teacher Manuals &	ES2021041210	\$314.10
6/2/2021	Moving Beyond the Page	Approved Core Curriculum, Teacher Manuals &	253396	\$359.08
6/2/2021	Nicole Nelson	Approved Core Curriculum, Teacher Manuals &	NEL050521	\$87.00
6/2/2021	Nicole Nelson	Approved Core Curriculum, Teacher Manuals &	NEL050521a	\$30.00
6/2/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals &	3365155	\$209.71
6/2/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals &	385339	\$96.81
6/2/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals &	386094	\$64.84
6/2/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals &	386932	\$32.27
6/2/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals &	387890	\$32.27
6/2/2021	Pitney Bowes Global Financial Services	Business Services	3104710047	\$104.45
6/2/2021	Blick Art Materials	Core Teaching/Student Supplies	6304815	\$52.00
6/2/2021	Blick Art Materials	Core Teaching/Student Supplies	6311977	\$25.90
6/2/2021	Blick Art Materials	Core Teaching/Student Supplies	6359331	\$32.31
6/2/2021	Grace Spath	Core Teaching/Student Supplies	SPA050521	\$48.69
6/2/2021	Melissa Punch	Core Teaching/Student Supplies	PUN050521	\$42.68
6/2/2021	Amy Enger	Educational Services	ENG050621a	\$150.00
6/2/2021	Amy Enger	Educational Services	ENG050621	\$150.00
6/2/2021	Amy Enger	Educational Services	ENG050621b	\$150.00
6/2/2021	Annie Packard	Educational Services	PAC050521	\$449.00
6/2/2021	Annie Packard	Educational Services	PAC050721	\$570.00
6/2/2021	Carolina Salas	Educational Services	SAL050521	\$260.00

Elite Academic Academy - Mountain Empire

6/2/2021	Carolina Salas	Educational Services	SAL050521d	\$240.00
6/2/2021	Carolina Salas	Educational Services	SAL050521e	\$330.00
6/2/2021	Carolina Salas	Educational Services	SAL050521c	\$150.00
6/2/2021	Carolina Salas	Educational Services	SAL050521b	\$440.00
6/2/2021	Carolina Salas	Educational Services	SAL050521a	\$320.00
6/2/2021	Code Ninjas North Carlsbad	Educational Services	524435639	\$247.00
6/2/2021	Ellen Yang	Educational Services	YAN050721	\$390.00
6/2/2021	Ellen Yang	Educational Services	YAN050721a	\$210.00
6/2/2021	Ellen Yang	Educational Services	YAN050721c	\$151.50
6/2/2021	Ellen Yang	Educational Services	YAN050721b	\$627.00
6/2/2021	Jeffrey Johnson	Educational Services	524435641	\$567.00
6/2/2021	Leah Finley	Educational Services	524435640	\$350.00
6/2/2021	Louvina Sheffield	Educational Services	524435643	\$1,240.00
6/2/2021	Marita Rodriguez	Educational Services	ROD050721a	\$270.00
6/2/2021	Marita Rodriguez	Educational Services	ROD050721	\$170.00
6/2/2021	Melissa Punch	Educational Services	PUN050521b	\$14.00
6/2/2021	Melissa Punch	Educational Services	PUN050521c	\$169.00
6/2/2021	Melissa Punch	Educational Services	PUN050521a	\$14.00
6/2/2021	Melissa Rowley	Educational Services	ROW050521a	\$339.00
6/2/2021	Melissa Rowley	Educational Services	ROW050521	\$314.00
6/2/2021	Michelle Gratas	Educational Services	GRA050521	\$60.00
6/2/2021	Michelle Gratas	Educational Services	GRA050721b	\$62.00
6/2/2021	Michelle Gratas	Educational Services	GRA050721	\$62.00
6/2/2021	Michelle Gratas	Educational Services	GRA050721a	\$62.00
6/2/2021	Monart School of Art	Educational Services	524435660	\$80.00
6/2/2021	Rebekah Worth	Educational Services	WOR050521	\$375.00
6/2/2021	Sonya Rosenberg	Educational Services	524435642	\$480.00
6/2/2021	Tammy Seol	Educational Services	SEO050621b	\$66.00
6/2/2021	Tammy Seol	Educational Services	SEO050621	\$54.00
6/2/2021	Tammy Seol	Educational Services	SEO050621a	\$36.00
6/2/2021	The Sk8 Coach	Educational Services	524435644	\$840.00
6/2/2021	Tranhoai Nguyen	Educational Services	NGU050721b	\$320.00
6/2/2021	Tranhoai Nguyen	Educational Services	NGU050721a	\$235.00
6/2/2021	Tranhoai Nguyen	Educational Services	NGU050721	\$125.00
6/2/2021	FlipSwitch Marketing LLC	Marketing	INVM239	\$3,471.08

Elite Academic Academy - Mountain Empire

6/2/2021	Frontier	Phone / Internet / Website Fees	006Jun21-43385	\$153.35
6/3/2021	CliftonLarsonAllen LLP	Accounting Fees / Audit	2870020	\$2,021.25
6/3/2021	Purchase Power	Postage & Delivery - Business	005May2021	\$564.09
6/3/2021	Grace San Marcos	Rent - Facilities Lease	06Jun2021Lease	\$1,150.00
6/3/2021	Wildomar Valley Wood Products, Inc.,	Rent - Facilities Lease	06Jun2021Lease	\$2,574.75
6/3/2021	McColgan & Associates, Inc.	Special Education Services	4191	\$8,492.15
6/4/2021	Home Science Tools	Approved Core Curriculum, Teacher Manuals &	1114388*	\$214.85
6/4/2021	Home Science Tools	Approved Core Curriculum, Teacher Manuals &	1114387*	\$249.33
6/4/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals &	3365333	\$861.48
6/4/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals &	3316826	\$265.88
6/4/2021	Morgen Oelkers	Board Stipends - Attendance	06Jun2021ME	\$300.00
6/4/2021	Ronald Lloyd Jackson	Board Stipends - Attendance	06Jun2021ME	\$300.00
6/4/2021	BranchÃ© Jones	Business Services	6012021	\$1,500.00
6/4/2021	Amber Wilson	Educational Services	WIL051221	\$262.50
6/4/2021	Candace Nielson	Educational Services	NIE051221b	\$80.00
6/4/2021	Candace Nielson	Educational Services	NIE051221	\$80.00
6/4/2021	Candace Nielson	Educational Services	NIE051221a	\$80.00
6/4/2021	Catheryn Reardon	Educational Services	REA051221a	\$238.00
6/4/2021	Catheryn Reardon	Educational Services	REA051221	\$145.00
6/4/2021	Chandra Popejoy	Educational Services	POP051221	\$185.00
6/4/2021	Edward West	Educational Services	524437585	\$204.00
6/4/2021	Jamie Panasci	Educational Services	PAN051221	\$159.53
6/4/2021	Jillian Proctor	Educational Services	PRO051121	\$400.00
6/4/2021	Jillian Proctor	Educational Services	PRO051221	\$200.00
6/4/2021	Jose Salas	Educational Services	SAL051221	\$70.00
6/4/2021	Megan Kajitani	Educational Services	KAJ051221	\$240.00
6/4/2021	Melissa Felker	Educational Services	FEL051221	\$460.00
6/4/2021	Stacey Walker	Educational Services	WAL051221a	\$216.00
6/4/2021	Stacey Walker	Educational Services	WAL051221	\$216.00
6/4/2021	Andrea Communications LLC	Technology Equipment - Students	17067	\$2,736.00
6/4/2021	Southern California Edison	Utilities - Gas/Electric/Water	06JunSCE2021ME	\$91.61
6/6/2021	ADOBE ACROPRO SUBS	Technology Services & Software - Business	Credit Card 348	\$639.74
6/7/2021	FEDEX OFFICE 00000828	Postage & Delivery - Educational	Credit Card 348	\$533.56
6/8/2021	Amanda Gardstrom	Approved Core Curriculum, Teacher Manuals &	GAR022321	\$64.86
6/8/2021	Jhulie Nery	Approved Core Curriculum, Teacher Manuals &	NER051421	\$301.57

Warrant Register - June/July 2021 + May/June CC Charges

Elite Academic Academy - Mountain Empire

6/8/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals &	3366036	\$124.82
6/8/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals &	3354253	\$77.74
6/8/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals &	3354214	\$563.55
6/8/2021	Amanda Gardstrom	Core Teaching/Student Supplies	GAR022321a	\$300.94
6/8/2021	Amanda Gardstrom	Core Teaching/Student Supplies	GAR022321b	\$172.30
6/8/2021	Siamak Asasi	Core Teaching/Student Supplies	ASA051321	\$95.00
6/8/2021	Amy Holbrook	Educational Services	HOL051321	\$96.00
6/8/2021	Elizabeth Burman	Educational Services	BUR051421	\$216.00
6/8/2021	Freedom in Motion Gym, LLC	Educational Services	524426058	\$180.00
6/8/2021	Melissa Felker	Educational Services	FEL051321	\$141.50
6/8/2021	Melissa Felker	Educational Services	FEL051321a	\$120.00
6/8/2021	Rebekah Worth	Educational Services	WOR051321a	\$309.00
6/8/2021	Rebekah Worth	Educational Services	WOR051321c	\$400.00
6/8/2021	Rebekah Worth	Educational Services	WOR051321d	\$375.00
6/8/2021	Rebekah Worth	Educational Services	WOR051321b	\$415.00
6/8/2021	Rebekah Worth	Educational Services	WOR051321	\$309.00
6/8/2021	Rebekah Worth	Educational Services	WOR051421	\$150.00
6/8/2021	Rebekah Worth	Educational Services	WOR051421a	\$150.00
6/8/2021	Siamak Asasi	Educational Services	ASA051321b	\$276.00
6/8/2021	Siamak Asasi	Educational Services	ASA051321a	\$600.00
6/8/2021	Hatch & Cesario, Attorneys-at-Law	Legal Fees	13637	\$5,030.00
6/9/2021	Learning Unbound	Approved Core Curriculum, Teacher Manuals &	391	\$247.09
6/9/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals &	3306508	\$342.33
6/9/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals &	3365277	\$549.02
6/9/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals &	386506	\$32.27
6/9/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals &	386924	\$32.27
6/9/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals &	386923	\$32.27
6/9/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals &	386928	\$32.57
6/9/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals &	386930	\$32.57
6/9/2021	Blick Art Materials	Core Teaching/Student Supplies	6382802	\$434.42
6/9/2021	ATH Academy	Educational Services	3	\$1,000.00
6/9/2021	EM Sports, LLC	Educational Services	6263	\$200.00
6/9/2021	EM Sports, LLC	Educational Services	6310	\$100.00
6/9/2021	Aflac	Health Insurance	854988	\$67.47
6/10/2021	Blick Art Materials	Core Teaching/Student Supplies	6412289	\$32.31

Elite Academic Academy - Mountain Empire

6/10/2021	Jill Stansbury	Educational Services	STA051721	\$238.00
6/10/2021	Kelsey Swann	Educational Services	SWA051721	\$207.90
6/10/2021	Megan Thornton-Russell	Educational Services	THO051721	\$220.00
6/10/2021	Megan Thornton-Russell	Educational Services	THO051721A	\$220.00
6/10/2021	Rebecca Poecher-Reyes	Educational Services	POE051721	\$771.00
6/10/2021	Rebekah Norman	Educational Services	NOR051721	\$900.00
6/10/2021	Natalie Wulfenstein	UNALLOCATED WAGES	006Jun2021	\$86.60
6/11/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals &	31131643	\$5.91
6/11/2021	Ingrid Seelman	Approved Core Curriculum, Teacher Manuals &	SEE050421	\$2,500.00
6/11/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals &	385836	\$32.27
6/11/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals &	386150	\$32.27
6/11/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals &	386391	\$32.57
6/11/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals &	386925	\$32.27
6/11/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals &	386927	\$32.27
6/11/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals &	386931	\$32.27
6/11/2021	Prime Educational Solutions	Back Office Fees	1033	\$71,848.83
6/11/2021	Freedom in Motion Gym, LLC	Educational Services	524438665	\$180.00
6/11/2021	Grace Mun	Educational Services	MUN051821	\$700.00
6/11/2021	Megan Purcell	Educational Services	PUR051821a	\$125.00
6/11/2021	Megan Purcell	Educational Services	PUR051821	\$125.00
6/11/2021	Michelle Blackshear	Educational Services	BLA051821	\$236.00
6/11/2021	Prime Educational Solutions	Educational Services	1033	\$8,666.67
6/11/2021	Rock Creek Education	Educational Services	524438664	\$1,989.34
6/11/2021	Tiffany McBride	Educational Services	MCB051821	\$412.50
6/11/2021	Prime Educational Solutions	Special Education Services	1033	\$15,374.30
6/11/2021	GRASSHOPPER.COM	Phone / Internet / Website Fees	Credit Card 348	\$110.71
6/13/2021	SQ *HAWK RANCH	Rent - Facilities Lease	Credit Card 348	\$4,461.00
6/16/2021	CHIPOTLE ONLINE	Parent & Staff meeting food & supplies	Credit Card 348	\$116.11
6/17/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals &	17QQ-TJTP-LGV4	\$6.45
6/17/2021	Beautiful Feet Books, Inc.	Approved Core Curriculum, Teacher Manuals &	14418	\$539.57
6/17/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals &	3370219	\$587.86
6/17/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals &	3374037	\$239.48
6/17/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1RJL-DV9C-6TD4	\$22.72
6/17/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1NR9-6LXM-1CMX	\$194.37
6/17/2021	Blick Art Materials	Core Teaching/Student Supplies	6420839	\$13.36

Elite Academic Academy - Mountain Empire

6/17/2021	Blick Art Materials	Core Teaching/Student Supplies	6422121	\$27.35
6/17/2021	Blick Art Materials	Core Teaching/Student Supplies	6441231	\$6.00
6/17/2021	Blick Art Materials	Core Teaching/Student Supplies	6442285	\$8.90
6/17/2021	Stephanie McClellan	Core Teaching/Student Supplies	MCC051921	\$25.86
6/17/2021	Angela Froistad	Educational Services	FRO051921	\$388.00
6/17/2021	Brandon Armstrong	Educational Services	VAPA#0005	\$125.00
6/17/2021	Brianne Maurer	Educational Services	MAU052121	\$536.00
6/17/2021	Carla Huter	Educational Services	HUT052121	\$140.00
6/17/2021	David Barnes	Educational Services	524438935	\$600.00
6/17/2021	Elizabeth Jacinto	Educational Services	JAC051921	\$568.96
6/17/2021	Grace Mun	Educational Services	MUN051921	\$248.00
6/17/2021	Grace Spath	Educational Services	SPA052121	\$194.00
6/17/2021	Kristin Owens	Educational Services	OWE051921	\$350.00
6/17/2021	Kristin Owens	Educational Services	OWE051921a	\$120.00
6/17/2021	Marcelle Caratti	Educational Services	524439258	\$225.00
6/17/2021	Megan Hammond	Educational Services	HAM052121c	\$58.00
6/17/2021	Megan Hammond	Educational Services	HAM052121	\$150.00
6/17/2021	Megan Hammond	Educational Services	HAM052121a	\$140.00
6/17/2021	Megan Hammond	Educational Services	HAM052121b	\$246.00
6/17/2021	Stacey Walker	Educational Services	WAL052121	\$158.00
6/17/2021	Vivian Chang	Educational Services	CHA052021	\$120.00
6/17/2021	Blank Rome LLP	Legal Fees	1968384	\$86.25
6/17/2021	Staples Business Credit	Technology Equipment - Staff	190889076-0-2	\$257.17
6/17/2021	IN *STAR WAY PRODUCTIONS	Misc. Operating Expense	Credit Card 348	\$8,621.81
6/18/2021	Amanda Gardstrom	Approved Core Curriculum, Teacher Manuals &	GAR052821b	\$285.37
6/18/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals &	31132641	\$6.67
6/18/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals &	31132642	\$6.44
6/18/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals &	31132640	\$6.67
6/18/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals &	31132730	\$5.59
6/18/2021	Natalia Petrova	Approved Core Curriculum, Teacher Manuals &	PET060221	\$164.89
6/18/2021	Nicole Nelson	Approved Core Curriculum, Teacher Manuals &	NEL052421	\$58.00
6/18/2021	Outschool, Inc.	Approved Core Curriculum, Teacher Manuals &	12345693365	\$10.00
6/18/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals &	3329901	\$476.61
6/18/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals &	3366039	\$384.25
6/18/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals &	3350821	\$555.44

Elite Academic Academy - Mountain Empire

6/18/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals & 3357269	\$342.68
6/18/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals & 3365102	\$201.15
6/18/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals & 3350706	\$469.44
6/18/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals & 3344573	\$1,002.33
6/18/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals & 3356236	\$655.19
6/18/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals & 3359646	\$345.69
6/18/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals & 3365182	\$112.08
6/18/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals & 3249395	\$180.75
6/18/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals & 3359752	\$678.55
6/18/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals & 3373139	\$642.26
6/18/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals & 3359643	\$205.78
6/18/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals & 3365347	\$115.12
6/18/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals & 3365995	\$381.33
6/18/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals & 3311237	\$396.82
6/18/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals & 3344571	\$1,084.42
6/18/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals & 3340839	\$174.27
6/18/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals & 3353603	\$304.12
6/18/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals & 3365263	\$279.48
6/18/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals & 3365328	\$584.43
6/18/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals & 3365159	\$232.43
6/18/2021	Sara Ransom	Approved Core Curriculum, Teacher Manuals & RAN060821	\$80.00
6/18/2021	Shelley Wright	Approved Core Curriculum, Teacher Manuals & WRI060121	\$398.61
6/18/2021	Shelley Wright	Approved Core Curriculum, Teacher Manuals & WRI060121d	\$341.84
6/18/2021	Time4Learning	Approved Core Curriculum, Teacher Manuals & T4L13204	\$35.00
6/18/2021	Time4Learning	Approved Core Curriculum, Teacher Manuals & T4L13205	\$35.00
6/18/2021	Vivian Chang	Approved Core Curriculum, Teacher Manuals & CHA052721	\$30.00
6/18/2021	Write On! Webb	Approved Core Curriculum, Teacher Manuals & 2015	\$62.50
6/18/2021	Write On! Webb	Approved Core Curriculum, Teacher Manuals & 2014	\$62.50
6/18/2021	Write On! Webb	Approved Core Curriculum, Teacher Manuals & 2013	\$106.25
6/18/2021	Write On! Webb	Approved Core Curriculum, Teacher Manuals & 2005	\$39.00
6/18/2021	Write On! Webb	Approved Core Curriculum, Teacher Manuals & 2004	\$39.00
6/18/2021	Amanda Gardstrom	Core Teaching/Student Supplies GAR052821c	\$10.00
6/18/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies 1DWC-J97J-643F	\$107.01
6/18/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies 1WKH-RNGX-F6H9	\$133.38
6/18/2021	Blick Art Materials	Core Teaching/Student Supplies 6491803	\$6.00

Elite Academic Academy - Mountain Empire

6/18/2021	Deborah Aceto	Core Teaching/Student Supplies	ACE060421	\$38.20
6/18/2021	Akane Halper	Educational Services	HAL060121	\$213.57
6/18/2021	Akane Halper	Educational Services	HAL060121a	\$264.65
6/18/2021	Amanda Gardstrom	Educational Services	GAR052821a	\$166.00
6/18/2021	Amanda Gardstrom	Educational Services	GAR060221a	\$120.00
6/18/2021	Amanda Gardstrom	Educational Services	GAR052821	\$166.00
6/18/2021	Amanda Gardstrom	Educational Services	GAR060221	\$150.00
6/18/2021	Angela Fanoga	Educational Services	FAN060821	\$190.00
6/18/2021	Angela Fanoga	Educational Services	FAN060821a	\$175.00
6/18/2021	Ann Shultz	Educational Services	524441514	\$61.25
6/18/2021	Brain Builders STEM Education	Educational Services	524441507	\$337.50
6/18/2021	Brette Space	Educational Services	SPA052421	\$49.00
6/18/2021	Brianne Maurer	Educational Services	MAU060821	\$288.00
6/18/2021	Brianne Maurer	Educational Services	MAU060821a	\$500.00
6/18/2021	Candace Nielson	Educational Services	NIE060321c	\$50.00
6/18/2021	Candace Nielson	Educational Services	NIE060321j	\$50.00
6/18/2021	Candace Nielson	Educational Services	NIE060321k	\$110.00
6/18/2021	Candace Nielson	Educational Services	NIE060321b	\$200.00
6/18/2021	Candace Nielson	Educational Services	NIE060321f	\$660.00
6/18/2021	Candace Nielson	Educational Services	NIE060321d	\$150.00
6/18/2021	Candace Nielson	Educational Services	NIE060321	\$70.00
6/18/2021	Candace Nielson	Educational Services	NIE060321a	\$150.00
6/18/2021	Candace Nielson	Educational Services	NIE060321e	\$150.00
6/18/2021	Candace Nielson	Educational Services	NIE060321g	\$320.00
6/18/2021	Candace Nielson	Educational Services	NIE060321h	\$320.00
6/18/2021	Candace Nielson	Educational Services	NIE060321i	\$150.00
6/18/2021	Cari Jackson	Educational Services	JAC052721	\$700.00
6/18/2021	Cari Jackson	Educational Services	JAC060121	\$98.00
6/18/2021	Carla Huter	Educational Services	HUT052821c	\$875.00
6/18/2021	Carla Huter	Educational Services	HUT052821	\$70.00
6/18/2021	Carla Huter	Educational Services	HUT052821b	\$800.00
6/18/2021	Carla Huter	Educational Services	HUT052821a	\$140.00
6/18/2021	Carrie Capiello	Educational Services	CAP060421	\$799.00
6/18/2021	Carrie Capiello	Educational Services	CAP060421a	\$799.00
6/18/2021	Catheryn Reardon	Educational Services	REA060221	\$33.13

Elite Academic Academy - Mountain Empire

6/18/2021	Cece's Artistic Touch	Educational Services	524441520	\$430.00
6/18/2021	Chandra Popejoy	Educational Services	POP060221	\$185.00
6/18/2021	Cindy Berry	Educational Services	BER060821	\$1,125.00
6/18/2021	Coastal Music Studios	Educational Services	524441509	\$420.00
6/18/2021	Dana Smith	Educational Services	SMI060821	\$140.00
6/18/2021	Dana Weiss	Educational Services	WEI060221	\$536.00
6/18/2021	David Barnes	Educational Services	524441506	\$300.00
6/18/2021	Deborah Aceto	Educational Services	ACE060421b	\$24.00
6/18/2021	Deborah Aceto	Educational Services	ACE060421a	\$78.00
6/18/2021	Deborah Aceto	Educational Services	ACE060821	\$116.00
6/18/2021	EMH Sports USA, Inc	Educational Services	524440315	\$70.00
6/18/2021	Edward West	Educational Services	524441518	\$102.00
6/18/2021	Eileen Salazar	Educational Services	SAL060321	\$400.00
6/18/2021	Elizabeth Burman	Educational Services	BUR052721	\$167.00
6/18/2021	Elizabeth Burman	Educational Services	BUR052721b	\$111.60
6/18/2021	Elizabeth Burman	Educational Services	BUR052721f	\$49.00
6/18/2021	Elizabeth Burman	Educational Services	BUR052721d	\$151.05
6/18/2021	Elizabeth Burman	Educational Services	BUR052721e	\$151.05
6/18/2021	Elizabeth Burman	Educational Services	BUR052721a	\$179.00
6/18/2021	Elizabeth Burman	Educational Services	BUR052721c	\$146.25
6/18/2021	Elizabeth Burman	Educational Services	BUR052721g	\$90.00
6/18/2021	Elizabeth Jacinto	Educational Services	JAC052821	\$215.80
6/18/2021	Elizabeth Jacinto	Educational Services	JAC052821b	\$640.00
6/18/2021	Elizabeth Jacinto	Educational Services	JAC052821a	\$112.50
6/18/2021	Emma Sakaguchi	Educational Services	SAK052721	\$568.92
6/18/2021	Erin Burhans	Educational Services	524441508	\$2,800.00
6/18/2021	Erin Burhans	Educational Services	524442702	\$455.00
6/18/2021	Erin Packard	Educational Services	PAC052421a	\$312.25
6/18/2021	Erin Packard	Educational Services	PAC052421	\$70.00
6/18/2021	Faith Wilson	Educational Services	WIL060221	\$341.61
6/18/2021	Fort Ross Conservancy	Educational Services	10260	\$45.00
6/18/2021	Friends of Willow Tree	Educational Services	524441515	\$2,475.42
6/18/2021	HOPE CDC	Educational Services	346	\$8,656.40
6/18/2021	HOPE CDC	Educational Services	347	\$2,332.41
6/18/2021	Holly Jensen	Educational Services	JEN052621	\$613.08

Elite Academic Academy - Mountain Empire

6/18/2021	Holly Jensen	Educational Services	JEN052721b	\$99.99
6/18/2021	Holly Jensen	Educational Services	JEN052721c	\$107.80
6/18/2021	Holly Jensen	Educational Services	JEN052721	\$90.00
6/18/2021	Holly Jensen	Educational Services	JEN052721a	\$107.80
6/18/2021	Jamie Miller	Educational Services	MIL060121	\$140.00
6/18/2021	Jamie Panasci	Educational Services	PAN060221	\$159.53
6/18/2021	Jessica Rivera	Educational Services	RIV060821a	\$102.99
6/18/2021	John Padilla	Educational Services	PAD052821	\$225.00
6/18/2021	Jose Salas	Educational Services	SAL060421	\$70.00
6/18/2021	Kim Hyde	Educational Services	HYD060321	\$346.00
6/18/2021	Kim Hyde	Educational Services	HYD060321a	\$346.00
6/18/2021	Kimberly Keeth	Educational Services	524442706	\$2,500.00
6/18/2021	Laura Wedemeyer	Educational Services	524441512	\$380.00
6/18/2021	Laura Wedemeyer	Educational Services	524442707	\$95.00
6/18/2021	Leading Note Studios	Educational Services	524440292	\$314.00
6/18/2021	Leading Note Studios	Educational Services	524442708	\$192.00
6/18/2021	Leah Finley	Educational Services	524441516	\$700.00
6/18/2021	Lindsey Alvarez	Educational Services	ALV060821	\$200.00
6/18/2021	Lindsey Eidsvold	Educational Services	EID052721a	\$190.00
6/18/2021	Lindsey Eidsvold	Educational Services	EID052721	\$190.00
6/18/2021	Lisa Morelock	Educational Services	MOR060221	\$75.00
6/18/2021	Lisa Morelock	Educational Services	MOR060821	\$75.00
6/18/2021	Louvina Sheffield	Educational Services	524442035	\$1,120.00
6/18/2021	Marcelle Caratti	Educational Services	524440835	\$540.00
6/18/2021	Marcelle Caratti	Educational Services	524441521	\$30.00
6/18/2021	Marcelle Caratti	Educational Services	524442703	\$180.00
6/18/2021	Maria del Carmen Plake Rivett	Educational Services	RIV052721	\$775.00
6/18/2021	Maricela Lemos	Educational Services	524440291	\$125.00
6/18/2021	Marita Rodriguez	Educational Services	ROD060221	\$128.33
6/18/2021	Megan Kajitani	Educational Services	KAJ060221	\$86.65
6/18/2021	Megan Purcell	Educational Services	PUR060721	\$31.25
6/18/2021	Megan Purcell	Educational Services	PUR060721a	\$31.25
6/18/2021	Meghan Amidei	Educational Services	AMI060221a	\$766.00
6/18/2021	Meghan Amidei	Educational Services	AMI060221b	\$415.00
6/18/2021	Meghan Amidei	Educational Services	AMI060221	\$460.00

Elite Academic Academy - Mountain Empire

6/18/2021	Melissa J. Diwa Enterprises	Educational Services	AG1	\$495.00
6/18/2021	Melissa Punch	Educational Services	PUN052421	\$350.00
6/18/2021	Melissa Punch	Educational Services	PUN052421a	\$350.00
6/18/2021	Melissa Rowley	Educational Services	ROW052621b	\$34.99
6/18/2021	Melissa Rowley	Educational Services	ROW052621a	\$41.99
6/18/2021	Melissa Rowley	Educational Services	ROW052621	\$41.99
6/18/2021	Melissa Rowley	Educational Services	ROW060221	\$60.00
6/18/2021	Monart School of Art	Educational Services	524441709	\$200.00
6/18/2021	Nicole Nelson	Educational Services	NEL052421a	\$30.00
6/18/2021	Nicole Nelson	Educational Services	NEL052721b	\$62.00
6/18/2021	Nicole Nelson	Educational Services	NEL052721c	\$62.00
6/18/2021	Nicole Nelson	Educational Services	NEL052721	\$29.00
6/18/2021	Nicole Nelson	Educational Services	NEL052721d	\$62.00
6/18/2021	Nicole Nelson	Educational Services	NEL052721a	\$62.00
6/18/2021	North County Gymnastics and the Gyn	Educational Services	524440290	\$345.20
6/18/2021	North County Gymnastics and the Gyn	Educational Services	524442031	\$572.74
6/18/2021	Paula Fitzgibbons	Educational Services	FIT060221	\$476.00
6/18/2021	Portal Languages Mission Viejo	Educational Services	524440289	\$450.00
6/18/2021	Rumie Simons	Educational Services	SIM052721	\$90.00
6/18/2021	Rumie Simons	Educational Services	SIM052721b	\$130.00
6/18/2021	Rumie Simons	Educational Services	SIM052721a	\$150.00
6/18/2021	Samantha Percoraro	Educational Services	PER060221	\$216.60
6/18/2021	Sara Krause-Whyte	Educational Services	524441511	\$3,815.00
6/18/2021	Sara Krause-Whyte	Educational Services	524442709	\$70.00
6/18/2021	Shannon Glenn	Educational Services	GLE060121	\$1,116.32
6/18/2021	Sharon Wight	Educational Services	WIG060321	\$175.00
6/18/2021	Shauna Grammatico	Educational Services	GRA052821a	\$1,435.00
6/18/2021	Shauna Grammatico	Educational Services	GRA052821	\$1,875.00
6/18/2021	Shelley Wright	Educational Services	WRI060121c	\$40.00
6/18/2021	Shelley Wright	Educational Services	WRI060121b	\$40.00
6/18/2021	Shelley Wright	Educational Services	WRI060121a	\$40.00
6/18/2021	Sonya Rosenberg	Educational Services	524443104	\$440.00
6/18/2021	Tammy Seol	Educational Services	SEO060121	\$272.00
6/18/2021	Tanya Fishburn	Educational Services	FIS060221	\$192.00
6/18/2021	Tanya Fishburn	Educational Services	FIS060221b	\$179.97

Elite Academic Academy - Mountain Empire

6/18/2021	Tanya Fishburn	Educational Services	FIS060221a	\$179.97
6/18/2021	Touch-It Productions	Educational Services	524442909	\$420.00
6/18/2021	U.S. Music Lessons	Educational Services	524441510	\$980.00
6/18/2021	U.S. Music Lessons	Educational Services	524441708	\$137.00
6/18/2021	U.S. Music Lessons	Educational Services	524442710	\$548.00
6/18/2021	Pioneer Nashville II, LLC	Rent - Facilities Lease	006Jun21STE130	\$2,001.00
6/18/2021	Sprint	Technology Equipment - Students	203114558-019	\$1,256.76
6/18/2021	TeamViewer	Technology Services & Software - Business	R00744993	\$305.50
6/18/2021	OPS	Technology Services & Software - Educational	2169	\$888.44
6/18/2021	OPS	Technology Services & Software - Educational	2170	\$1,330.00
6/18/2021	School Pathways Holdings, LLC	Technology Services & Software - Educational	140-INV1777	\$2,794.71
6/18/2021	MSFT * E0300EV19M	Technology Services & Software - Business	Credit Card 348	\$338.25
6/20/2021	STAMPS.COM	Postage & Delivery - Educational	Credit Card 348	\$17.99
6/22/2021	Mimeo.com, Inc	Approved Core Curriculum, Teacher Manuals &	1744278	\$42.07
6/22/2021	Morgen Oelkers	Board Stipends - Attendance	06Jun2021ME-2	\$300.00
6/22/2021	Ronald Lloyd Jackson	Board Stipends - Attendance	06Jun2021ME-2	\$300.00
6/22/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1743-MXFQ-MM3C	\$1,997.03
6/22/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1XFW-64N7-474C	\$8,536.40
6/22/2021	Mimeo.com, Inc	Core Teaching/Student Supplies	1744278	\$16,342.33
6/22/2021	Amazon Capital Services, Inc.	Materials & Supplies - Office	1LMK-H4KV-TLKR	\$119.55
6/22/2021	Frontier	Phone / Internet / Website Fees	007Jul21-43385	\$153.35
6/22/2021	Anthem Blue Cross	Prepaid Expense	2.02107E+11	\$6,104.59
6/22/2021	Kaiser Foundation Health Plan	Prepaid Expense	007Jul2021ME	\$4,412.96
6/22/2021	McColgan & Associates, Inc.	Special Education Services	4232	\$13,155.65
6/22/2021	TSW Therapy, Inc.	Special Education Services	945	\$6,293.75
6/22/2021	TSW Therapy, Inc.	Special Education Services	944	\$625.00
6/22/2021	TSW Therapy, Inc.	Special Education Services	946	\$1,062.50
6/22/2021	FEDEX OFFICE 00000828	Postage & Delivery - Educational	Credit Card 348	\$396.39
6/23/2021	Athena's Advanced Academy, Inc.	Approved Core Curriculum, Teacher Manuals &	2021S-EAAME-18	\$124.50
6/23/2021	Athena's Advanced Academy, Inc.	Approved Core Curriculum, Teacher Manuals &	2021S-EAAME-20	\$34.00
6/23/2021	Athena's Advanced Academy, Inc.	Approved Core Curriculum, Teacher Manuals &	2021S-EAAME-6	\$34.00
6/23/2021	Athena's Advanced Academy, Inc.	Approved Core Curriculum, Teacher Manuals &	1005	\$89.00
6/23/2021	Athena's Advanced Academy, Inc.	Approved Core Curriculum, Teacher Manuals &	2021S-EAAME-2	\$498.00
6/23/2021	Athena's Advanced Academy, Inc.	Approved Core Curriculum, Teacher Manuals &	2021S-EAAME-1	\$34.00
6/23/2021	Athena's Advanced Academy, Inc.	Approved Core Curriculum, Teacher Manuals &	2021S-EAAME-4	\$249.00

Elite Academic Academy - Mountain Empire

6/23/2021	Athena's Advanced Academy, Inc.	Approved Core Curriculum, Teacher Manuals & 2021S-EAAME-3	\$184.50
6/23/2021	Athena's Advanced Academy, Inc.	Approved Core Curriculum, Teacher Manuals & 2021S-EAAME-7	\$249.00
6/23/2021	Athena's Advanced Academy, Inc.	Approved Core Curriculum, Teacher Manuals & 2021S-EAAME-15	\$249.00
6/23/2021	Athena's Advanced Academy, Inc.	Approved Core Curriculum, Teacher Manuals & 1003	\$89.00
6/23/2021	Athena's Advanced Academy, Inc.	Approved Core Curriculum, Teacher Manuals & 2021S-EAAME-8	\$778.00
6/23/2021	Athena's Advanced Academy, Inc.	Approved Core Curriculum, Teacher Manuals & 2021S-EAAME-12	\$273.50
6/23/2021	Athena's Advanced Academy, Inc.	Approved Core Curriculum, Teacher Manuals & 2021S-EAAME-17	\$249.00
6/23/2021	Athena's Advanced Academy, Inc.	Approved Core Curriculum, Teacher Manuals & 2021S-EAAME-10	\$249.00
6/23/2021	Athena's Advanced Academy, Inc.	Approved Core Curriculum, Teacher Manuals & 2021S-EAAME-11	\$1,276.00
6/23/2021	Athena's Advanced Academy, Inc.	Approved Core Curriculum, Teacher Manuals & 2021S-EAAME-16	\$249.00
6/23/2021	Athena's Advanced Academy, Inc.	Approved Core Curriculum, Teacher Manuals & 2021S-EAAME-13	\$249.00
6/23/2021	Athena's Advanced Academy, Inc.	Approved Core Curriculum, Teacher Manuals & 2021S-EAAME-5	\$498.00
6/23/2021	Athena's Advanced Academy, Inc.	Approved Core Curriculum, Teacher Manuals & 2021S-EAAME-14	\$249.00
6/23/2021	Athena's Advanced Academy, Inc.	Approved Core Curriculum, Teacher Manuals & 1002	\$34.00
6/23/2021	Athena's Advanced Academy, Inc.	Approved Core Curriculum, Teacher Manuals & 2021S-EAAME-19	\$34.00
6/23/2021	Athena's Advanced Academy, Inc.	Approved Core Curriculum, Teacher Manuals & 2021S-EAAME-9	\$249.00
6/23/2021	Online G3, Inc.	Approved Core Curriculum, Teacher Manuals & 1050	\$4,781.00
6/23/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals & 386151	\$32.27
6/23/2021	David McIntosh	Business Services	6092021
6/23/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	14RY-XTWC-PGTF
6/23/2021	Frohlich Sports Academy	Educational Services	524443807
6/23/2021	HOPE CDC	Educational Services	348
6/23/2021	Jessica Rivera	Educational Services	RIV061021a
6/23/2021	Jessica Rivera	Educational Services	RIV061121
6/23/2021	Lindsey Alvarez	Educational Services	ALV061421
6/23/2021	Louvina Sheffield	Educational Services	524443581
6/23/2021	Melissa Martinelli	Educational Services	3
6/23/2021	Melissa Martinelli	Educational Services	2
6/23/2021	North County Gymnastics and the Gyn	Educational Services	524443626
6/23/2021	Portal Languages Mission Viejo	Educational Services	524443100
6/23/2021	Shannon Musselman	Educational Services	MUS061421
6/23/2021	The Sk8 Coach	Educational Services	524443822
6/23/2021	U.S. Music Lessons	Educational Services	524443604
6/23/2021	Hatch & Cesario, Attorneys-at-Law	Legal Fees	13686
6/23/2021	Effective Communication Therapy Sen	Special Education Services	ME032021
			\$6,693.25

Elite Academic Academy - Mountain Empire

6/24/2021	FEDEX OFFICE 00000828	Postage & Delivery - Educational	Credit Card 348	\$54.61
6/24/2021	SP * KING ART COMPANY	Core Teaching/Student Supplies	Credit Card 348	\$617.91
6/24/2021	AMZN Mktp US*216EY7UG1	Core Teaching/Student Supplies	Credit Card 348	\$4,250.68
6/27/2021	U-HAULSCRPPS POWAY SLF ST	Misc. Operating Expense	Credit Card 348	\$273.04
6/28/2021	Eugenia Fernandes	Core Teaching/Student Supplies	FER031721	\$168.71
6/28/2021	Marsh & McLennan Agency, LLC	Workers Compensation	1502917	\$47.00
6/28/2021	APPLE.COM/US	Technology Equipment - Staff	Credit Card 348	\$1,929.43
6/29/2021	JAMF	Technology Services & Software - Educational	Credit Card 348	\$2,425.00
6/30/2021	Guardian	Prepaid Expense	007July2021	\$2,271.63
7/1/2021	Grace San Marcos	Prepaid Rent	07Jul2021Lease	\$1,150.00
7/1/2021	Pioneer Nashville II, LLC	Prepaid Rent	007July21STE130	\$2,001.00
7/1/2021	Wildomar Valley Wood Products, Inc.,	Prepaid Rent	07Jul2021Lease	\$2,574.75
7/7/2021	CliftonLarsonAllen LLP	Accounting Fees / Audit	2926128	\$2,100.00
7/7/2021	Mimeo.com, Inc	Approved Core Curriculum, Teacher Manuals &	1747500	\$800.99
7/7/2021	BranchÃ© Jones	Business Services	7012021	\$1,500.00
7/7/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1XVN-HR7R-WWRW	\$4,562.49
7/7/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1VJD-YPIJK-9HPQ	\$675.06
7/7/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1MW3-7J47-RNN1	\$1,471.20
7/7/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1F9N-GJ43-JRXP	\$2,172.85
7/7/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1JCN-X36D-3F1L	\$2,042.90
7/7/2021	Staples Business Credit	Core Teaching/Student Supplies	7333099001-0-1	\$476.50
7/7/2021	Uline	Core Teaching/Student Supplies	135216451	\$387.23
7/7/2021	Kauilani Goodwyn	Educational Services	GOO062221	\$450.00
7/7/2021	Neesha N. Rahim	Educational Services	62321	\$3,780.00
7/7/2021	Blank Rome LLP	Legal Fees	1974602	\$57.50
7/7/2021	FlipSwitch Marketing LLC	Marketing	INVFM255	\$57,900.00
7/7/2021	FlipSwitch Marketing LLC	Marketing	INVFM254	\$9,454.37
7/7/2021	Jay Heads Photography	Marketing	824	\$1,150.00
7/7/2021	Effective Communication Therapy Sen	Special Education Services	ME042021	\$7,781.25
7/7/2021	Effective Communication Therapy Sen	Special Education Services	ME052021	\$6,318.75
7/7/2021	McColgan & Associates, Inc.	Special Education Services	4260	\$8,206.00
7/7/2021	Prime Educational Solutions	Special Education Services	1035	\$11,504.45
7/7/2021	OPS	Technology Services & Software - Educational	2180	\$1,330.00
7/7/2021	OPS	Technology Services & Software - Educational	2179	\$888.44
7/7/2021	School Pathways Holdings, LLC	Technology Services & Software - Educational	140-INV1990	\$3,476.16

Elite Academic Academy - Mountain Empire

7/7/2021	Southern California Edison	Utilities - Gas/Electric/Water	07JulSCE2021ME	\$128.54
7/7/2021	Marsh & McLennan Agency, LLC	Workers Compensation	1539966	\$4,461.00
7/7/2021	Marsh & McLennan Agency, LLC	Workers Compensation	1540238	\$714.00
7/7/2021	Marsh & McLennan Agency, LLC	Workers Compensation	1539967	\$1,661.50
7/14/2021	Aflac	Prepaid Expense	256458	\$67.47
7/14/2021	Kaelan Bradley	UNALLOCATED WAGES	71321	\$106.65
7/15/2021	Prime Educational Solutions	Back Office Fees	1037	\$65,872.00
7/15/2021	Prime Educational Solutions	Educational Services	1037	\$8,500.00
7/15/2021	Bill.com	Technology Services & Software - Business	7019486	\$12,357.50
7/20/2021	Reserve Account	Postage & Delivery - Educational	002.ME-5224693193	\$9,500.00
7/21/2021	Brain POP	Approved Core Curriculum, Teacher Manuals &	US229223	\$3,235.00
7/21/2021	Edmentum, INC.	Approved Core Curriculum, Teacher Manuals &	INV159769	\$1,930.00
7/21/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals &	384593	\$32.27
7/21/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals &	386243	\$64.54
7/21/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals &	386623	\$32.27
7/21/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals &	388885	\$580.88
7/21/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals &	388861	\$64.54
7/21/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals &	387889	\$64.54
7/21/2021	Document Tracking Services	Business Services	9259003	\$397.50
7/21/2021	Pitney Bowes Global Financial Services	Business Services	3104816839	\$176.08
7/21/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1F74-4M93-7QLW	\$292.95
7/21/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1GLY-VXQ3-3YCW	\$91.14
7/21/2021	ATH Academy	Educational Services	4	\$3,360.00
7/21/2021	Caroline Beus	Educational Services	524444178	\$653.32
7/21/2021	Cece's Artistic Touch	Educational Services	524444100	\$55.00
7/21/2021	Coastal Music Studios	Educational Services	524444102	\$280.00
7/21/2021	Code Ninjas North Carlsbad	Educational Services	524444236	\$792.00
7/21/2021	Jeffrey Johnson	Educational Services	524444101	\$297.00
7/21/2021	Jeffrey Johnson	Educational Services	524444177	\$87.68
7/21/2021	Neesha N. Rahim	Educational Services	71621	\$3,979.25
7/21/2021	Paint Box Art Studio	Educational Services	1007	\$650.00
7/21/2021	Platinum Athletics Prep Academy	Educational Services	524444235	\$320.00
7/21/2021	Platinum Athletics Prep Academy	Educational Services	524444179	\$480.00
7/21/2021	Touch-It Productions	Educational Services	524444202	\$420.00
7/21/2021	Certifix Live Scan	Fingerprinting	54810	\$200.65

Elite Academic Academy - Mountain Empire

7/21/2021	Department of Justice	Fingerprinting	522106	\$194.00
7/21/2021	Staples Business Credit	Materials & Supplies - Office	7333970894-0-1	\$935.01
7/21/2021	Evan Jorgensen	Postage & Delivery - Educational	JOR063021	\$150.83
7/21/2021	Thomas S. Olson	Postage & Delivery - Educational	OLS063021	\$22.00
7/21/2021	Solution Tree	Professional Development	S244415	\$349.98
7/21/2021	Effective Communication Therapy Sen	Special Education Services	ME062021	\$2,231.25
7/21/2021	TSW Therapy, Inc.	Special Education Services	955	\$375.00
7/21/2021	TSW Therapy, Inc.	Special Education Services	958	\$125.00
7/21/2021	TSW Therapy, Inc.	Special Education Services	957	\$2,810.00
7/21/2021	Sprint	Technology Equipment - Students	203114558-020	\$1,076.37
7/21/2021	AssetGenie, Inc.	Technology Services & Software - Educational	1568133	\$69.00
7/21/2021	AssetGenie, Inc.	Technology Services & Software - Educational	1569806	\$89.00
7/21/2021	AssetGenie, Inc.	Technology Services & Software - Educational	1569594	\$199.00
7/21/2021	AssetGenie, Inc.	Technology Services & Software - Educational	1571320	\$199.00
7/21/2021	AssetGenie, Inc.	Technology Services & Software - Educational	1571324	\$199.00
7/21/2021	AssetGenie, Inc.	Technology Services & Software - Educational	1571315	\$199.00
7/21/2021	AssetGenie, Inc.	Technology Services & Software - Educational	1571344	\$199.00
7/21/2021	AssetGenie, Inc.	Technology Services & Software - Educational	1571802	\$199.00
7/21/2021	Instructure, Inc.	Technology Services & Software - Educational	INV368830	\$4,500.00
7/21/2021	SolarWinds ITSM US, Inc.	Technology Services & Software - Educational	IITSM106667	\$81.34
7/21/2021	Evan Jorgensen	Travel, Lodging & Meals	JOR063021A	\$1,108.94
7/27/2021	Ingrid Seelman	Approved Core Curriculum, Teacher Manuals &	SEE050421a	\$2,103.00
7/27/2021	Christina Aban	Educational Services	ABA052421	\$59.00
7/29/2021	ATH Academy	Educational Services	6	\$4,800.00
7/29/2021	HOPE CDC	Educational Services	349	\$165.00
7/29/2021	Frontier	Phone / Internet / Website Fees	008Aug21-43385	\$153.51
7/29/2021	Marsh & McLennan Agency, LLC	Workers Compensation	1562113	\$1,661.50



Community Relations Clerk Job Description

Job Title:	Community Relations Clerk
Department:	Community Relations
Reports To:	Director of Community Relations (or designee)
FLSA Classification:	Non-Exempt
Classification:	Classified
Pay Range:	\$18-\$25 per hour
Location:	Onsite Office (Temecula)

Position Summary: *The Community Relations Clerk position assists the team in overseeing the clerical and technical duties related to community partner approvals, maintaining supplies, curriculum and equipment. This position keeps track of all products and supplies, ensuring that stock is organized, and assisting in the unloading and processing of deliveries, packing and shipping inventory and ensures that company inventory remains balanced, restocks supplies, assists in maintaining inventory records, and provides customer assistance.*

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 clerical accounting experience.
- 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

Community Partners Responsibilities:

- Prepare and send out community partner applications to prospective partners.
- Update community partner packet yearly and send a letter that includes any update to all current partners.
- Receives community partner requests and completes the process for approvals; communicates with community partners; tracks process on spreadsheet; and input in database.
- Create an Online Purchasing System (OPS) accounts for all approved and cleared partners, ensuring each community partner descriptions are accurate and complete.
- Answers community partners' questions and calls regarding payment positively and supportively.
- Assists community partners with electronic invoicing procedures.
- Responds proactively to community partner inquiries and follow up on unpaid invoices in a timely manner.
- Assist as needed, with a variety of technical duties related to the purchasing of services, supplies and equipment; assure purchasing activities comply with established guidelines and regulations.
- Assist as needed, with Inputting purchase order information into an assigned computer system including delivery address, discounts, account coding, purchase amounts, product quantity and other required data; generate purchase orders and submit for approval as necessary; and maintain automated records as appropriate.
- Assist with preparing and maintaining a variety of records and reports related to purchase orders, expenditures and assigned activities; and maintain and update vendor catalogues and files.
- Assist as needed, with initiating and receiving phone calls concerning various purchasing functions; and respond to inquiries and provide information concerning purchase orders, on-line requisitions and the procurement of equipment, supplies and materials.
- Operate a variety of office equipment including a calculator, copier, fax machine, typewriter, computer and assigned software.
- Assist with preparing a variety of correspondence related to the business services function including memoranda, bulletins and cancellation notices.
- Attend a variety of assigned meetings.

Shipping and Inventory Responsibilities:

- Monitors and maintains current inventory levels; processes purchase orders as required; track orders and investigates problems.
- Records purchases, maintains database, performs physical count of inventory, and reconciles actual stock count to computer-generated reports.
- Receives and unpack items delivered; re-stocks items as necessary; labels shelves.
- Processes and/or approves invoices for payment.
- Moves and restructures organization of inventory room to make space for new inventory.
- Packs up items for shipping and creates shipping labels.
- Perform routine clerical duties, including data entry, answering telephones, and assisting customers.
- Tracking and updating the database with incoming and outgoing products.
- Loading and unloading deliveries.

- Maintain safety while using equipment and tools.
- Notify the Director (or designee) of replenishment of inventory.
- Perform miscellaneous job-related duties as assigned.

Other Duties:

- Assist with documenting and reporting to PACS management all formal disciplinary actions involving students and staff; addressing and resolving complaints from students, parents, and staff in a timely manner; and ensuring compliance with the PACS Uniform Complaint Policy, the PACS Uniform Technology Policy, and the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Attend off-site enrollment events to represent programs and support families with the enrollment process, times may vary.
- 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.

Knowledge of:

- Purchasing practices and procedures.
- Basic accounting practices, procedures and terminology.
- Operation of a centralized telephone switchboard.
- 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.

Ability to:

- Type at 35 words per minute from a clear copy.
- Perform a variety of technical duties related to the purchasing of services, supplies and equipment.
- Prepare, review, verify and process purchasing forms and documents.
- Learn and apply established rules, regulations, policies and procedures related to the purchasing function.
- Maintain routine records, vendor lists, and catalogs.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative and effective working relationships with others.
- Meet schedules and timelines.

- Understand and follow oral and written instructions.
- Operate a computer and assigned software.
- Maintain records and prepare reports.
- Add, subtract, multiply and divide quickly and accurately.
- Complete work with many interruptions.

EDUCATION AND EXPERIENCE:

- Any combination equivalent to: graduation from high school; and three years clerical accounting experience.
- Bilingual skills preferred.

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 in person or on the telephone.
- Dexterity of hands and fingers to operate a computer keyboard.
- 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.

Employee Acknowledgement:

Employee Signature

Printed Name

Date



Temporary Part-Time Community Relations Clerk Job Description

Job Title: Temporary Part-Time Community Relations Clerk
Department: Community Relations
Reports To: Director of Community Relations (or designee)
FLSA Classification: Non-Exempt
Classification: Classified
Pay Range: \$18-\$25 per hour
Work Schedule: Temporary (approximately 4 hours per day)
Location: Onsite Office (Temecula)

Position Summary: *The Temporary Part-Time Community Relations Clerk position assists the team in overseeing the clerical and technical duties related to community partner approvals, maintaining supplies, curriculum and equipment. This position assists with keeping track of all products and supplies, ensuring that stock is organized, and assists in the unloading and processing of deliveries, packing and shipping inventory and ensures that company inventory remains balanced, restocks supplies, assists in maintaining inventory records, and provides customer assistance.*

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 clerical accounting experience.
- 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

Shipping and Inventory Responsibilities:

- Monitors and maintains current inventory levels; processes purchase orders as required; track orders and investigates problems.
- Records purchases, maintains a database, performs physical count of inventory, and reconciles actual stock count to computer-generated reports.
- Receives, and unpack items delivered; re-stocks items as necessary; labels shelves.
- Processes and/or approves invoices for payment.
- Moves and restructures organization of inventory room to make space for new inventory.
- Packs up items for shipping and creates shipping labels.
- Perform routine clerical duties, including data entry, answering telephones, and assisting customers.
- Tracking and updating the database with incoming and outgoing products.
- Loading and unloading deliveries.
- Maintain safety while using equipment and tools.
- Notify the Director (or designee) of replenishment of inventory.
- Perform miscellaneous job-related duties as assigned.

Community Partners Responsibilities:

- Prepare and send out community partner applications to prospective partners.
- Update community partner packet yearly and send a letter that includes any update to all current partners.
- Receives community partner requests and completes the process for approvals; communicates with community partners; tracks process on spreadsheet; and input in database.
- Create an Online Purchasing System (OPS) accounts for all approved and cleared partners, ensuring each community partner descriptions are accurate and complete.
- Answers community partners' questions and calls regarding payment positively and supportively.
- Assists community partners with electronic invoicing procedures.
- Responds proactively to community partner inquiries and follow up on unpaid invoices in a timely manner.
- Assist as needed, with a variety of technical duties related to the purchasing of services, supplies and equipment; assure purchasing activities comply with established guidelines and regulations.

- Assist as needed, with Inputting purchase order information into an assigned computer system including delivery address, discounts, account coding, purchase amounts, product quantity and other required data; generate purchase orders and submit for approval as necessary; and maintain automated records as appropriate.
- Assist with preparing and maintaining a variety of records and reports related to purchase orders, expenditures and assigned activities; and maintain and update vendor catalogues and files.
- Assist as needed, with initiating and receiving phone calls concerning various purchasing functions; and respond to inquiries and provide information concerning purchase orders, on-line requisitions and the procurement of equipment, supplies and materials.
- Operate a variety of office equipment including a calculator, copier, fax machine, typewriter, computer and assigned software.
- Assist with preparing a variety of correspondence related to the business services function including memoranda, bulletins and cancellation notices.
- Attend a variety of assigned meetings.

Other Duties:

- Assist with documenting and reporting to PACS management all formal disciplinary actions involving students and staff; addressing and resolving complaints from students, parents, and staff in a timely manner; and ensuring compliance with the PACS Uniform Complaint Policy, the PACS Uniform Technology Policy, and the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Attend off-site enrollment events to represent programs and support families with the enrollment process, times may vary.
- 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.

Knowledge of:

- Purchasing practices and procedures.
- Basic accounting practices, procedures and terminology.
- Operation of a centralized telephone switchboard.
- 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.

Ability to:

- Type at 35 words per minute from a clear copy.
- Perform a variety of technical duties related to the purchasing of services, supplies and equipment.
- Prepare, review, verify and process purchasing forms and documents.
- Learn and apply established rules, regulations, policies and procedures related to the purchasing function.
- Maintain routine records, vendor lists, and catalogs.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative and effective working relationships with others.
- Meet schedules and timelines.
- Understand and follow oral and written instructions.
- Operate a computer and assigned software.
- Maintain records and prepare reports.
- Add, subtract, multiply and divide quickly and accurately.
- Complete work with many interruptions.

EDUCATION AND EXPERIENCE:

- Any combination equivalent to: graduation from high school; and three years clerical accounting experience.
- Bilingual skills preferred.

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 in person or on the telephone.
- Dexterity of hands and fingers to operate a computer keyboard.
- 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.

Employee Acknowledgement:

Employee Signature

Printed Name

Date



Homeschool Teacher

Job Description

Position Title:	Homeschool Teacher
Reports To:	Homeschool Director (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187-224 days
Location:	Remote Office

Position Summary: *Elite Educators support students in meeting their educational goals and ensuring they are successful in an independent study environment. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Elite Educators are required to participate in all staff meetings and trainings. Elite Educators are expected to uphold the school's mission and shared values, philosophy, and policies and procedures. Elite Educators must carry and maintain a valid California teaching credential. Elite Educators must meet with K-8 students at least once every 35 days but communicate weekly. High School students will be supported weekly. Elite Educators may have to tutor students/support tutoring opportunities weekly if they are not making sufficient academic progress and an intervention plan is in effect.*

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.
- 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 Human Resources 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.
- Valid California Driver's License.

General Elite Educator Skills:

- Team player.

*Homeschool Teacher Job Description
Pending Board Approval*

- Love of learning – a lifelong learner.
- Ability to transmit passion for learning to students and families.
- Flexibility and accountability.
- 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.
- Computer and technology literacy.
- Willingness to research and become knowledgeable of curriculum and educational resources.
- Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
- Serve the student and parent's needs to the best of his/her ability without allowing his/her own convenience to interfere.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Professional Support:

The Elite Educator's goal is to ensure the academic success of each student on their roster. Elite Educators must meet with assigned students and parents to support the student's academic needs, and to facilitate adequate progress toward the common core state standards. This requires understanding the student/family goals and Elite Educators assist families in the development and execution of the goals. Elite Educators will work with students in all grade levels TK-12. For students in grades 6-12 this includes a knowledge of the high school requirements. Elite Educators will complete all educational and administrative duties, paperwork, and other tasks as needed to achieve this goal. Professional support is not limited to the school calendar days.

Elite Educator Responsibilities:

- Develop an educational plan with each family at the beginning of each learning period.
- Evaluate, update, and document student progress towards the educational plan and Common Core State Standards by examining the entire body of student learning at the monthly Academic Consultation and engaging the student through evaluative discussion and observation.
- Collect work samples each learning period and use those samples to create a record of each students' learning.
- Stay current with school policy and procedure.
- Complete the required paperwork and documentation for each student according to individual deadlines.
- Advise and support parents and students.
- Ensure students' academic needs are met by ordering, researching, and suggesting curriculum.
- Suggest and provide information regarding available educational opportunities.
- Proactively seek information on high school curriculum and course work.
- Stay current with UC A-G requirements, school policy and procedure.
- Work with Program Director to ensure high school requirements are being met.
- Design Custom High School Courses according to student need.
- Maintain an accurate online budget for each student-make sure funds are spent according to

*Homeschool Teacher Job Description
Pending Board Approval*

academic priority—curriculum, tutoring, and then enrichment.

- Communicate school information to the parents/students.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Attend IEP and other required meetings for assigned students.
- Use computer technology, email, the Internet, and other technology.
- Attend mandatory teacher trainings and weekly meetings/mentoring sessions.
- Complete online and other trainings as determined as necessary by the school.
- Proctor state mandated tests and administer any charter required assessments, such as the Scantron assessment.
- Support high school students and parents with high school planning.
- Evaluate student transcripts for graduation/completion purposes.
- May perform other duties commensurate with the functions and level of the position.

Paperwork and Documentation:

The Elite Educator must complete all paperwork and documentation necessary to serve each assigned student. Completed documentation must be submitted by specific due dates as specified by the school. The required documentation includes, but is not limited to, the following:

- Master Agreements and enrollment paperwork
- Attendance Reporting
- Assignment and Work Record (AWR) in School Pathways to document student learning--to be completed within two weeks after attendance has been taken
- Report Cards
- Portfolios(digital)
- Purchase Orders
- Checkout (performed after last day of school)
- High school plans and paperwork
- IEP paperwork
- Additional paperwork as needed

Advice and Support:

The Elite Educator is expected to serve students with varying needs. A broad base of educational knowledge as well as a thorough understanding of educational opportunities available through the school is necessary to support families adequately. This knowledge must include, but is not limited to, familiarity with the following:

- School and Common Core State Standards
- Curricular options to meet the standards
- Learning approaches and teaching philosophies
- School graduation requirements
- School and community in-services available
- Internet resources
- Distance learning
- Field Trips

- High School specific information

The Elite Educator is responsible for answering educational questions posed by their families, performing research, using the Elite Educator manual, and consulting their assigned local lead as needed.

Other Duties

- Proctoring duties as needed during the testing window.
- Plan two field trips per year and create educational materials to support the field trip. This includes but is not limited to worksheets to be completed on the field trip, before or after.
- 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.

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. The employee should be familiar with videochat platforms in order to support students virtually and attend meetings, as applicable.

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 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 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 public and private settings

*Homeschool Teacher Job Description
Pending Board Approval*

- Indoor and outdoor in varying temperature
- Employee must have available transportation and be able to drive up to 100 miles in a day

Employee Acknowledgement:

Employee Signature

Printed Name

Date



**Elite Virtual Career Technical Education Content Teacher
(Part-Time)
Job Description**

Job Title:	Elite Virtual Career Technical Education(CTE) Content Teacher
Department:	Career Technical Education
Reports To:	Chief Student Development Officer
FLSA Status:	Non-Exempt
Job Classification:	Certificated Part-Time
Pay Range:	Hourly \$35-\$45 hourly depending upon experience
Position Location	Remote Office

CTE Credential Held in one or more of the following areas:

- Information and Communications Technologies
- Hospitality, Tourism, & Recreation
- Information and Communication Technology
- Education, Child Development, and Family Services
- Public Services
- Health Science & Medical Technology
- Building and Construction Trades

Position Summary:

The Virtual CTE Content Teacher is responsible for overseeing CTE specific online courses. The CTE Virtual Content Teacher reviews and sets up their course according to guidelines provided, and their knowledge of the subject material. The Virtual CTE Content teacher plans weekly live sessions with discussion topics and engaging material to support the courses. In addition, the Virtual Content Teacher will ensure academic success of the students in their courses through consistent and clear communication, synchronous & asynchronous direct instruction sessions for student participation, holds office hours for small groups and/or 1-1 tutoring opportunities for Elite students. The Virtual CTE Content Teacher responds to students within 24 hours of receipt of a message. Communicates to Elite Educator (TOR) and program Director any concerns regarding the successful completion of a course.

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 CTE credential.
- 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 Tine test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.

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.
- Computer and technology literacy including webinars.
- Tech-oriented mindset.
- 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 AND RESPONSIBILITIES

Elite Academic Academy Virtual Content Teacher Courses:

- Initial setup and preparation of their courses, including due dates, syllabus, grading scale, and content review.
- Provide students with syllabus, pacing guide with due dates for assignments, and assessments.
- Provide students with standards.
- Issue midterm progress report.
- Offer office hours and Tutoring opportunities for students.

*CTE PT Content Teacher Job Description
Pending Board Approval*

- Review completed coursework and work with the Teacher of Record to determine final grades.
- Update course as necessary.
- Hold Live Sessions for each core course.
- Add/write supplemental curriculum

Personalized Courses:

- Provide parent/students with standards.
- Review the course outline and ensure the standards are covered and that there is adequate rigor.
- Provide students and parents with feedback as necessary.
- Create a pacing guide for the year for the parent and TF to utilize. This pacing guide will include due dates for assignments.
- Virtual Content Teacher gives final approval on personalized course.

Education:

Valid CTE Credential

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, and word processing software. The Virtual Content Teacher 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. 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.

Employee Acknowledgement:

Employee Signature

Printed Name

Date



Teacher on Special Assignment (TOSA)

Job Description

Position Title:	Teacher on Special Assignment (TOSA)
Reports To:	Chief Executive Officer, or designee
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187-225 days
Location:	Remote

Position Summary: *Elite Educators support students in meeting their educational goals and ensuring they are successful in an independent study environment. The TOSA supports the needs of new and veteran teachers of Elite Academic Academy in the independent study environment, including but not limited to: personalizing the needs of teachers within each unique academy within Elite. The TOSA will meet with teachers, Elite Leaders, and directors, and help further promote teacher success, training, engagement with students, and overall success in the independent study public charter school world. TOSAs are required to participate in all staff meetings and trainings, and are expected to uphold the school's mission and shared values, philosophy, and policies and procedures. TOSAs must carry and maintain a valid California teaching credential.*

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.
- 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 Human Resources 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.
- Valid California Driver's License.

General Skills:

- Team player.
- Love of learning – a lifelong learner.
- Ability to transmit passion for learning to students and families.
- Flexibility and accountability.
- 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.
- Computer and technology literacy.
- Willingness to research and become knowledgeable of curriculum and educational resources.
- Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
- Serve the student and parent's needs to the best of his/her ability without allowing his/her own convenience to interfere.

ESSENTIAL DUTIES AND RESPONSIBILITIES**Professional Support:**

The TOSA's goal is to ensure the academic success of each student assigned to them or on their roster. TOSAs must meet with assigned students and parents to support the student's academic needs, and to facilitate adequate progress toward the common core state standards. This requires understanding the student/family goals and TOSAs assist families in the development and execution of the goals. TOSAs will complete all educational and administrative duties, paperwork, and other tasks as needed to achieve this goal. Professional support is not limited to the school calendar days.

Responsibilities:

- Develop an educational plan with each family at the beginning of each learning period.
- Evaluate, update, and document student progress towards the educational plan and Common Core State Standards by examining the entire body of student learning at the monthly Academic Consultation and engaging the student through evaluative discussion and observation.
- Collect assessment data and work samples each learning period and use those samples to create a record of each students' learning.
- Stay current with school policy and procedure.
- Complete the required paperwork and documentation for each student according to individual deadlines.
- Advise and support parents and students.
- Ensure students' academic needs are met by ordering, researching, and suggesting curriculum.
- Provide tutoring as needed
- Monitor in-house tutoring, make tutoring referrals and/or work with the student/family to ensure tutoring is requested and assigned as needed.
- Suggest and provide information regarding available educational opportunities.
- Proactively seek information on high school curriculum and course work.

*Teacher on Special Assignment (TOSA) Job Description
Pending Board Approval*

- Stay current with UC a-g requirements, school policy and procedure.
- Work with Program Director to ensure high school requirements are being met.
- Maintain an accurate online budget for each student-make sure funds are spent according to academic priority—curriculum, tutoring, and then enrichment.
- Communicate school information to the parents/students.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Attend IEP and other required meetings for assigned students.
- Use computer technology, email, the Internet, and other technology.
- Attend mandatory teacher trainings and weekly meetings/mentoring sessions.
- Complete online and other trainings as determined as necessary by the school.
- Proctor state mandated tests and administer any charter required assessments, such as the i-Ready assessment.
- Support high school students and parents with high school planning.
- Evaluate student transcripts for graduation/completion purposes.
- May perform other duties commensurate with the functions and level of the position.
- Order materials and supplies for students through the OPS purchasing system

Paperwork and Documentation:

The TOSA must complete all paperwork and documentation necessary to serve each assigned student. Completed documentation must be submitted by specific due dates as specified by the school. The required documentation includes, but is not limited to, the following:

- Master Agreements and enrollment paperwork
- Attendance Reporting
- Assignment and Work Record (AWR) in School Pathways to document student learning--to be completed within two weeks after attendance has been taken
- Report Cards
- Portfolios(digital)
- Purchase Orders
- Checkout (performed after last day of school)
- High school plans and paperwork
- IEP paperwork
- Additional paperwork as needed

Advice and Support:

The TOSA is expected to serve students with varying needs. A broad base of educational knowledge as well as a thorough understanding of educational opportunities available through the school is necessary to support families adequately. This knowledge must include, but is not limited to, familiarity with the following:

- School and Common Core State Standards
- Curricular options to meet the standards
- Learning approaches and teaching philosophies
- School graduation requirements

- School and community in-services available
- Internet resources
- Distance learning
- Field Trips
- High School specific information

The TOSA is responsible for answering educational questions posed by their families, performing research, using the Elite Educator manual, and consulting their assigned local lead as needed.

Other Duties

- Proctoring duties as needed during the testing window.
- State educational compliance for students including attendance & Learning Logs, work sample collections, evaluating student work, Assignment and Work Records, and Report Cards.
- 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.

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 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 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 public and private settings
- Indoor and outdoor in varying temperature
- Employee must have available transportation and be able to drive up to 100 miles in a day

Employee Acknowledgement:

Employee Signature

Printed Name

Date



Virtual Content Teacher -Science Single Subject Job Description

Job Title:	Virtual Content Teacher-Science Single Subject
Department:	Virtual Academy
Reports To:	Director of Virtual, or designee
FLSA Status:	Exempt
Job Classification:	Certificated Full-time
Pay Range:	Salary Dependent Upon Experience
Position Location	Remote Office

Position Summary:

The Virtual Content Teacher is responsible for overseeing Secondary Science online courses. The Virtual Content Teacher reviews and sets up their course according to guidelines provided, and their knowledge of the subject material. The Virtual Content teacher will also work with the Curriculum team to write A-G approved Secondary Science courses. The Virtual Content Teacher hosts all Live Sessions and supports small group breakout sessions. The Virtual Content teacher plans weekly live sessions with discussion topics, science lab demonstrations, and engaging material to support the courses. In addition, the Virtual Content Teacher will ensure academic success of the students in their courses through consistent and clear communication, synchronous & asynchronous direct instruction sessions for student participation, holds office hours for small groups and/or 1-1 tutoring opportunities for Elite students. The Virtual Content Teacher responds to students within 24 hours of receipt of a message. Communicates to Elite Educator (TOR) any concerns regarding the successful completion of a course.

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 Single-Subject Science Credential in the areas Foundational-Level General Science, Biological Sciences, Chemistry, Geosciences, & Physics
- 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 Tine test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.

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.
- Computer and technology literacy including webinars.
- Tech-oriented mindset.
- Willingness to research and become knowledgeable of curriculum and educational resources.
- Ability to research and write high-quality curriculum
- 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 AND RESPONSIBILITIES

Elite Academic Academy Virtual Content Teacher Courses:

- Initial setup and preparation of their courses, including due dates, syllabus, grading scale, and content review.
- Provide students with syllabus, pacing guide with due dates for assignments, and assessments.
- Provide students with standards.
- Issue midterm progress report.
- Offer office hours and Tutoring opportunities for students.
- Review completed coursework and work with the Teacher of Record to determine final grades.
- Update course as necessary.
- Hold Live Sessions for each core course.
- Train the Teacher of Records in the subject material to hold small group discussions.

*Virtual Content Teacher - Science (Single Subject) Job Description
Pending Board Approval*

Personalized Courses:

- Provide parent/students with standards.
- Review the course outline and ensure the standards are covered and that there is adequate rigor.
- Provide students and parents with feedback as necessary.
- Create a pacing guide for the year for the parent and TF to utilize. This pacing guide will include due dates for assignments.
- Virtual Content Teacher gives final approval on personalized course.

Education:

Bachelor's Degree (minimum)/Master's Degree preferred

Single 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, and word processing software. The Virtual Content Teacher 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. 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.

Employee Acknowledgement:

Employee Signature

Printed Name

Date

*Virtual Content Teacher - Science (Single Subject) Job Description
Pending Board Approval*



Virtual Content Teacher -Spanish Job Description

Job Title:	Elite Virtual Content Teacher-Spanish
Department:	Virtual Academy
Reports To:	Director of Virtual, or designee
FLSA Status:	Exempt
Job Classification:	Certificated
Pay Range:	Pay Dependent Upon Experience
Position Location	Remote Office

Position Summary:

The Virtual Spanish Content Teacher is responsible for overseeing Secondary Spanish online courses, Spanish Clubs, and creating an elementary Spanish Immersion Club. The Virtual Content Teacher reviews and sets up their course according to guidelines provided, and their knowledge of the subject material. The Virtual Content Teacher hosts all Live Sessions and supports small group breakout sessions. The Virtual Content teacher plans weekly live sessions with discussion topics and engaging material to support the courses. In addition, the Virtual Content Teacher will ensure academic success of the students in their courses through consistent and clear communication, synchronous & asynchronous direct instruction sessions for student participation, holds office hours for small groups and/or 1-1 tutoring opportunities for Elite students. The Virtual Content Teacher responds to students within 24 hours of receipt of a message. Communicates to Elite Educator (TOR) any concerns regarding the successful completion of a course.

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 Secondary Spanish credential
- 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.

Virtual Content Teacher - Spanish 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.
- Computer and technology literacy including webinars.
- Tech-oriented mindset.
- 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 AND RESPONSIBILITIES**Elite Academic Academy Virtual Content Teacher Courses:**

- Initial setup and preparation of their courses, including due dates, syllabus, grading scale, and content review.
- Provide students with syllabus, pacing guide with due dates for assignments, and assessments.
- Provide students with standards.
- Issue midterm progress report.
- Offer office hours and Tutoring opportunities for students.
- Review completed coursework and work with the Teacher of Record to determine final grades.
- Update course as necessary.
- Hold Live Sessions for each core course.
- Train the Teacher of Records in the subject material to hold small group discussions.
- Create engaging Spanish Club for students to participate and engage
- Create a robust & engaging elementary Spanish program

Personalized Courses:

- Provide parent/students with standards.

*Virtual Content Teacher – Spanish Job Description
Pending Board Approval*

- Review the course outline and ensure the standards are covered and that there is adequate rigor.
- Provide students and parents with feedback as necessary.
- Create a pacing guide for the year for the parent and TF to utilize. This pacing guide will include due dates for assignments.
- Virtual Content Teacher gives final approval on personalized course.

Education:

Bachelor's Degree (minimum); Master's Degree preferred

Single Subject credential by coursework or exam -or- HQ by other means (e.g. HOUSSE, VPSS, etc.)

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 Virtual Content Teacher 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. 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.

Employee Acknowledgement:

Employee Signature

Printed Name

Date



Speech and Language Pathologist

Job Description

Position Title:	Speech and Language Pathologist
Reports To:	SPED Coordinator, SPED Consultant, or designee
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	\$75/hr
Work Schedule:	Part-Time (187-224 days)
Location:	Onsite/Remote Office

Position Summary: The Speech and Language Pathologist provides speech and language evaluations of students (TK-12); develops speech and language plans for rehabilitative care within various public education settings; participates in IEP meetings; consults with IEP teams; consults with school staff at the general education level and participates in the RtI/SST process; conducts IEP compliance reviews; participates in scheduled meetings with the special education department team; provides speech and language services to students; provides in-service trainings on the role of speech and language therapy; and does related work as required.

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 CA SLPAB license from California Department of Consumer Affairs.
- Possess a Master's Degree as well as ASHA CCC certification.
- 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 Human Resources 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.
- Knowledge of Federal and State special education laws, timelines, and mandates.

Speech and Language Pathologist Job Description
Pending Board Approval

- Appropriately and positively manage student behavior.
- Appropriate English usage, punctuation, spelling, and grammar
- Knowledge of basic arithmetical concepts
- Routine record storage and retrieval.
- Management procedures.
- Valid California Driver's License and insurance.

Desirable Qualifications:

Knowledge of: Principles and methods of speech and language therapeutic techniques; theory of physical and mental rehabilitation underlying the practices of speech and language therapy; objectives of speech and language therapy treatment and services; principles of consultation, training, and supervision.

Abilities: Identify and analyze areas of developmental speech and language dysfunction; develop and provide treatment plans, goals, and objectives to correct speech and language dysfunction; provide consultation for management of speech and language programs within various educational settings; explain and provide training on speech and language skills and rehabilitative principles; provide direction to assigned staff; speak and write effectively; maintain records and prepare reports; establish and maintain cooperative relationships with those contacted during the course of work.

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Provide for an educationally-related speech and language assessment (initials and triennials) which includes student observation, records review, interview, standardized and non-standardized testing in areas of suspected disability.
- Write the assessment report according to specified guidelines.
- Develop appropriate long-term and short-term goals and objectives for the Individualized Education Program (IEP) to improve students' functional abilities and enhance students' ability to learn within various educational settings.
- Provide direct speech and language services to students.
- Assist in coordinating the implementation of goals and objectives with the IEP team to provide integrated services.
- Monitor student progress toward goals and review students with speech and language services on an annual basis.
- Provide consultation to educational staff and parents.
- Appropriately refer students and parents to related services which will aid students' development.
- Participate in meetings at the general education level to assist in developing appropriate interventions and goals for students at various tiers of the RtI/SST process.
- Collaborate with the special education administrative team and make suggestions toward the future development of speech and language services throughout all school programs.
- Maintain and oversee the maintenance of IEPs and progress records on individual students.

- Conduct quarterly IEP reviews to ensure compliance in all areas.
- Provide direction, training, and assistance to SLP-As assigned to the speech and language services.
- May act as a liaison between the charter schools and other agencies to coordinate student services.
- Comply with established confidentiality procedures regarding the release of student information.
- Develop and implement training opportunities and in-services for educational staff and parents.
- Demonstrate continued professional growth through continuing education or advanced study, attendance at workshops, or coursework relevant to the student population to be served.
- Communicate effectively via oral, written, or electronic means with educational staff, student, parents, and administration.
- Perform other duties as required to maintain the integrity of the speech and language therapy program.
- Demonstrate a positive, consistent and understanding attitude toward students.

Other Duties

- Proctoring duties as needed during the testing season.
- 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.

Experience:

Minimum of two years or more experience in speech and language practice within a public school setting, including practice in assessment and therapy skills appropriate for the needs of a varied student population

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 and monitor students
- 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 public and private settings
- Indoor and outdoor in varying temperature
- Employee must have available transportation and be able to drive up to 100 miles in a day

Employee Acknowledgement:

Employee Signature

Printed Name

Date

Elite Academic Academy - Instructional Services Partners (July 2021)

<u>Partner Name</u>	<u>Product Description</u>
Ambassadors Media Group, LLC (AOC)	Social and Emotional Support Services



Date of Offer: June 17, 2021

Assignment Offered: SOAR High School Teacher

Candidate Name: [REDACTED]

It is our pleasure to offer you a temporary position with Elite Academic Academy - MOUNTAIN EMPIRE (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 - MOUNTAIN EMPIRE and Ernesto Gradillas (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 July 1, 2021 and continue until July 31, 2021.
- 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 SOAR High School 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 in accordance with the SOAR Calendar, July 1st - July 31st, 4 days a week, 6 hours a day. 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 San Diego, 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

DocuSigned by:

A4137E406BF5494...

Meghan Freeman - CEO
6/17/2021

Date

AGREED TO AND ACCEPTED BY:

_____
6/19/2021

Date

Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- COMPENSATION.
 - The Temp shall be entitled to receive a salary rate of \$4500 (the "Compensation"), for performance of the duties described in the Temporary Employment Contract.
 - "Compensation" will be made in 2 equal payments of \$2250, on the following dates: July 26th and August 10th.
 - 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 after 90 days of employment.
 - Payments to the Temp shall be subject to employer withholding.



SOAR On-Site High School Teacher

Job Title:	SOAR On-Site High School Teacher
Position Type:	Temporary; Part-time
Reports To:	Program Director and Program Manager
FLSA:	Exempt
Pay Range:	\$250 per day (4 days per week, 6 hours per day)
Classification:	Certificated, At-Will Employee
School Calendar:	Track A Calendar

JOB SUMMARY:

The SOAR (Track A) High School Teacher is primarily responsible for effective teaching and learning of the assigned subjects(s) following the approved curriculum for students in grades 9-12; and providing the grade 9-12 fitness as well as enrichment programs. Additionally, the SOAR (Track A) Middle/High School Teacher is responsible for effective collaboration and attention to each student's readiness to learn including needed guidance.

Candidate must be a self-starter with exceptional organizational skills and have the ability to work independently to meet all deadlines.

ESSENTIAL DUTIES:

Note, this list is *illustrative only* and is not intended to be a comprehensive list of tasks performed by this classification.

SECTION 1 – Course Oversight

- Assigning and grading assignments within Elite Academic Academy Charter School policy.
- Course set up using department standards.
- Provides effective feedback on assignments as needed.
- Monitors student progress and targets students in need of assistance.
- Maintains accurate and up to date gradebook; all grades are entered within designated time periods.

*SOAR On-Site Middle/Highschool Teacher Job Description
Board Approved: September 7, 2019*

- Uses LMS effectively to manage courses.
- Monitor learning lab Monday through Thursday.
- Responsible for collection of work samples and Learning Logs; submit all documents to on-site Program Manager.

SECTION 2 – Sports/Enrichment Program Oversight

- Develop, implement and supervise athletic activities and practice sessions to promote individual growth in athletic skills, teamwork, discipline, respect, and good sportsmanship.
- Develop, implement and supervise enrichment activities sessions to promote individual growth in their area of interest.
- Use a variety of instructional techniques and strategies to meet the needs and improve the abilities of students.
- Take all necessary precautions to protect students, equipment, materials, and facilities.

SECTION 3 – Supporting Student Success

- Completes Special Education Forms in a timely manner and attends IEP meetings, as needed.
- When requested, participates in student and parent/guardian conferences.

SECTION 4 – General Expectations

- Proctors exams per Elite Academic Academy policy.
- Attends all meetings and professional development.
- Follows all Elite Academic Academy Charter School policies and procedures.
- Follows legal mandates relative to reporting.
- Maintain accurate student records.
- Available for students as per expectations.
- Responds via phone, text or email to Elite Academic Academy Charter School stakeholders within stated policies and procedures.
 - Parents and students within 24 hours
 - Colleagues within business day
- Responsible for student safety.

Other Duties:

- Document and report to charter administration all formal disciplinary actions involving students and staff; address and resolve complaints from students, parents, and staff in a timely manner; and ensure compliance with the Uniform Complaint Policy, the Uniform Technology Policy, and the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Performs other duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Current trends and research concerning the growth and development of 9-12 grade children.
- Knowledge of online learning platforms.
- 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
- 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 classrooms and other 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 Single Subject Credential for High School
- Valid California Multiple Subject Credential for Middle School
- NCLB Compliant
- ELL Authorization, or CLAD, BCLAD desirable
- Passed CBEST
- Negative TB Test
- DOJ Fingerprint Clearance
- Valid CA Driver's License
- First Aid/ CPR Certification

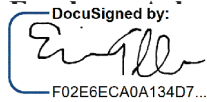
WORK CONDITIONS:

- School site environment
- Evening or variable hours may be necessary
- Driving a personal vehicle to conduct work

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
- Seeing to read a variety of materials and monitor students
- Sitting or standing for extended periods of time
- Lifting objects up to 25 pounds
- Noise level is generally moderate

DocuSigned by:

F02E6ECA0A134D7...

Employee Signature

acknowledgement:

Printed Name

6/19/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: Ernesto Gradillas (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of 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, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 ("PAGA") which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission ("Administrative Claims") are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute 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. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the "FAA") and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. 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 may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administer) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Ernesto Gradillas and Meghan Freeman on behalf of the COMPANY.

XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:

DocuSigned by:

Meghan Freeman

By: _____

A4137E406BF5494...

Meghan Freeman, CEO

EMPLOYEE:

DocuSigned by:

Ernesto Gradillas

By: _____

E0256EC00A134D7...

DATED: _____

6/17/2021

DATED: _____

6/19/2021



Date of Offer: July 9, 2021

Assignment Offered: Temporary Teacher on Special Assignment (TOSA) - Acceleration Coach

Candidate Name:

Candidate Address:

It is our pleasure to offer you a temporary position with Elite Academic Academy- Mountain Empire (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- Mountain Empire and Leah Finley (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.

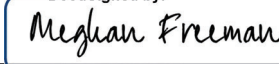
NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the School and the Temp (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

- The term of this Temporary Employment Contract shall commence July 19, 2021 and continue until August 31, 2021.
- 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 on Special Assignment (TOSA) - Acceleration Coach (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 (unless an alternate schedule is agreed upon in advance with 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 San Bernardino 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

DocuSigned by:

A4137E406BF5494...
Meghan Freeman
7/9/2021
Date

AGREED TO AND ACCEPTED BY:

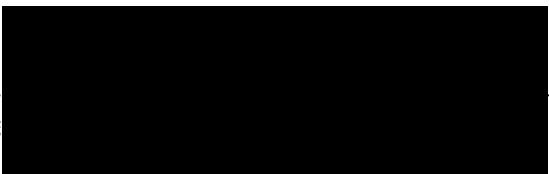

L

Exhibit A. Job Description (See attached)

Exhibit B. Compensation: io

- COMPENSATION.
 - The Temp shall be entitled to receive a teaching stipend of \$1050 per week (or \$210 per day) (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 set out as follows: Payments for any days worked during the pay period beginning on the 1st of the month and ending on the 15th of the month will be paid on, or before, the 26th of that month; and payments for any days worked during 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.
 - STRS: Certificated Teacher shall be subject to STRS.



Teacher on Special Assignment (TOSA) - Acceleration Coach Temporary Position

Job Description

Position Title:	Teacher on Special Assignment (TOSA)
Reports To:	Chief Executive Officer, or designee
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	\$1050 per week (or \$210 per 8 hour day)
Work Schedule:	Temporary - Monday-Friday (Year-Round Calendar)
Location:	Remote

Position Summary: *Elite Educators support students in meeting their educational goals and ensuring they are successful in an independent study environment. The TOSA supports the needs of new and veteran teachers of Elite Academic Academy in the independent study environment, including but not limited to: personalizing the needs of teachers and proctoring State and internal assessment. The TOSA will meet with teachers, Elite Leaders, and directors, and help further promote teacher success, training, engagement with students, and overall success in the independent study public charter school world. TOSAs are required to participate in all staff meetings and trainings, and are expected to uphold the school's mission and shared values, philosophy, and policies and procedures. TOSAs must carry and maintain a valid California teaching credential.*

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.
- Five (5) years teaching/administration 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 Human Resources 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.
- Valid California Driver's License.
- Bilingual Spanish speaker preferred

*Teacher on Special Assignment (TOSA) 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 accountability.
- 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.
- Computer and technology literacy.
- Willingness to research and become knowledgeable of curriculum and educational resources.
- Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
- Serve the student and parent's needs to the best of his/her ability without allowing his/her own convenience to interfere.

ESSENTIAL DUTIES AND RESPONSIBILITIES**Professional Support:**

The TOSA's goal is to ensure the academic success of each student assigned to them or on their roster. TOSAs must meet with assigned students and parents to support the student's academic needs, and to facilitate adequate progress toward the common core state standards. This requires understanding the student/family goals and TOSAs assist families in the development and execution of the goals. TOSAs will complete all educational and administrative duties, paperwork, and other tasks as needed to achieve this goal. Professional support is not limited to the school calendar days.

Responsibilities:

- Proctor state mandated tests and administer any charter required assessments, such as the i-Ready assessment.
- Based on assessment results, work with teachers and students to develop an educational plan at the beginning of each semester.
- Work with teachers to evaluate, update, and document student progress towards the educational plan by reviewing diagnostic and assessment results and providing feedback
- Complete the required paperwork and documentation for each student according to individual deadlines.
- Advise and support parents and students by helping them to take ownership of their learning. This is accomplished by providing training, workshops or individual sessions to help them gain an understanding of the diagnostic tools, programs and resources available.
- Provide tutoring as needed
- Suggest and provide information regarding available educational opportunities.
- Proactively seek information to ensure students are making grade-level appropriate progress

*Teacher on Special Assignment (TOSA) Job Description
Pending Board Approval*

- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours and stay current with school policy and procedure.
- Attend IEP and other required meetings as needed for assigned students.
- Use computer technology, email, the Internet, and other technology.
- Attend mandatory teacher training and weekly meetings/mentoring sessions.
- Complete online and other training as determined as necessary by the school.
- May perform other duties commensurate with the functions and level of the position.

Paperwork and Documentation:

The TOSA must complete all paperwork and documentation necessary to serve each assigned student.

- Record tutoring and/or group acceleration sessions on Google doc or other required platform

Advice and Support:

The TOSA is expected to serve students with varying needs. A broad base of educational knowledge as well as a thorough understanding of educational opportunities available through the school is necessary to support families adequately. This knowledge must include, but is not limited to, familiarity with the following:

- School and Common Core State Standards
- Curricular options to meet the standards
- Learning approaches and teaching philosophies
- School graduation requirements
- School and community in-services available
- Internet resources
- Distance learning
- Field Trips
- High School specific information

The TOSA is responsible for answering educational questions posed by their families, performing research, using the Elite Educator manual, and consulting their assigned local lead as needed.

Other Duties

- Proctoring duties as needed during the testing window.
- 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.

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.

*Teacher on Special Assignment (TOSA) Job Description
Pending Board Approval*

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.

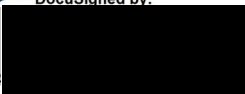

- Hearing and speaking to exchange information.
- Dexterity of hands and fingers to demonstrate activities.
- Operates a computer and other office machinery.
- Seeing to read a variety of materials and monitor students.
- Bending at the waist, kneeling, or crouching.
- Sitting or standing for extended periods of time.
- Lifting objects up to 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 public and private settings
- Indoor and outdoor in varying temperature
- Employee must have available transportation and be able to drive up to 100 miles in a day

Employee Acknowledgement:

<div>DocuSigned by: </div>	<div></div>	7/9/2021
Employee Signature	Printed Name	Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: Leah Finley (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of 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, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 ("PAGA") which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission ("Administrative Claims") are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute 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. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the "FAA") and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. 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 may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administer) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Leah Finley and Meghan Freeman on behalf of the COMPANY.

XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:

DocuSigned by:
Meghan Freeman
A4137E406BE5494

EMPLOYEE:

By: _____

Meghan Freeman, CEO

By: _____

DATED: _____

7/9/2021

DATED: _____

7/9/2021



ELITE
—ACADEMIC—
ACADEMY



Date of Offer: June 17, 2021

Assignment Offered: SOAR High School Teacher

Candidate Name: [REDACTED]

It is our pleasure to offer you a temporary position with Elite Academic Academy - MOUNTAIN EMPIRE (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 - MOUNTAIN EMPIRE and Andrea Watts (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 July 1, 2021 and continue until July 31, 2021.
- 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 SOAR High School 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 in accordance with the SOAR Calendar, July 1st - July 31st, 4 days a week, 6 hours a day. 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 San Diego, 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

DocuSigned by:

A4137E406BF5494...
Meghan Freeman - CEO
6/17/2021
Date

AGREED TO AND ACCEPTED BY:


6/21/2021
Date

Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- COMPENSATION.
 - The Temp shall be entitled to receive a salary rate of \$225 per student (the “Compensation”), for performance of the duties described in the Temporary Employment Contract.
 - “Compensation” will be made in 2 equal payments, on the following dates: July 26th and August 10th.
 - 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 after 90 days of employment.
 - Payments to the Temp shall be subject to employer withholding.



SOAR On-Site High School Teacher

Job Title:	SOAR On-Site High School Teacher
Position Type:	Temporary; Part-time
Reports To:	Program Director and Program Manager
FLSA:	Exempt
Pay Range:	\$250 per day (4 days per week, 6 hours per day)
Classification:	Certificated, At-Will Employee
School Calendar:	Track A Calendar

JOB SUMMARY:

The SOAR (Track A) High School Teacher is primarily responsible for effective teaching and learning of the assigned subjects(s) following the approved curriculum for students in grades 9-12; and providing the grade 9-12 fitness as well as enrichment programs. Additionally, the SOAR (Track A) Middle/High School Teacher is responsible for effective collaboration and attention to each student's readiness to learn including needed guidance.

Candidate must be a self-starter with exceptional organizational skills and have the ability to work independently to meet all deadlines.

ESSENTIAL DUTIES:

Note, this list is *illustrative only* and is not intended to be a comprehensive list of tasks performed by this classification.

SECTION 1 – Course Oversight

- Assigning and grading assignments within Elite Academic Academy Charter School policy.
- Course set up using department standards.
- Provides effective feedback on assignments as needed.
- Monitors student progress and targets students in need of assistance.
- Maintains accurate and up to date gradebook; all grades are entered within designated time periods.

*SOAR On-Site Middle/Highschool Teacher Job Description
Board Approved: September 7, 2019*

- Uses LMS effectively to manage courses.
- Monitor learning lab Monday through Thursday.
- Responsible for collection of work samples and Learning Logs; submit all documents to on-site Program Manager.

SECTION 2 – Sports/Enrichment Program Oversight

- Develop, implement and supervise athletic activities and practice sessions to promote individual growth in athletic skills, teamwork, discipline, respect, and good sportsmanship.
- Develop, implement and supervise enrichment activities sessions to promote individual growth in their area of interest.
- Use a variety of instructional techniques and strategies to meet the needs and improve the abilities of students.
- Take all necessary precautions to protect students, equipment, materials, and facilities.

SECTION 3 – Supporting Student Success

- Completes Special Education Forms in a timely manner and attends IEP meetings, as needed.
- When requested, participates in student and parent/guardian conferences.

SECTION 4 – General Expectations

- Proctors exams per Elite Academic Academy policy.
- Attends all meetings and professional development.
- Follows all Elite Academic Academy Charter School policies and procedures.
- Follows legal mandates relative to reporting.
- Maintain accurate student records.
- Available for students as per expectations.
- Responds via phone, text or email to Elite Academic Academy Charter School stakeholders within stated policies and procedures.
 - Parents and students within 24 hours
 - Colleagues within business day
- Responsible for student safety.

Other Duties:

- Document and report to charter administration all formal disciplinary actions involving students and staff; address and resolve complaints from students, parents, and staff in a timely manner; and ensure compliance with the Uniform Complaint Policy, the Uniform Technology Policy, and the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Performs other duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Current trends and research concerning the growth and development of 9-12 grade children.
- Knowledge of online learning platforms.
- 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
- 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 classrooms and other 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 Single Subject Credential for High School
- Valid California Multiple Subject Credential for Middle School
- NCLB Compliant
- ELL Authorization, or CLAD, BCLAD desirable
- Passed CBEST
- Negative TB Test
- DOJ Fingerprint Clearance
- Valid CA Driver's License
- First Aid/ CPR Certification

WORK CONDITIONS:

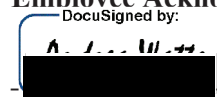
- School site environment
- Evening or variable hours may be necessary
- Driving a personal vehicle to conduct work

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
- Seeing to read a variety of materials and monitor students
- Sitting or standing for extended periods of time
- Lifting objects up to 25 pounds
- Noise level is generally moderate

Employee Acknowledgement:

DocuSigned by:


Employee Signature



Printed Name

6/21/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: Andrea Watts (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of 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, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 ("PAGA") which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission ("Administrative Claims") are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute 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. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the "FAA") and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. 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 may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administer) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Andrea Watts and Meghan Freeman on behalf of the COMPANY.

XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

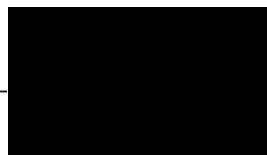
COMPANY:

EMPLOYEE:

By:

DocuSigned by:
Meghan Freeman
A4137E406BF5494...
Meghan Freeman, CEO

By:



DATED:

6/17/2021

DATED:

6/21/2021



Date of Offer: June 17, 2021

Assignment Offered: Instructional Learning Coach

Candidate Name: [REDACTED]

It is our pleasure to offer you a temporary position with the Elite Academic Academy - MOUNTAIN EMPIRE (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 - MOUNTAIN EMPIRE and Kathleen Gradillas (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 July 1, 2021 and continue until July 31, 2021.
- 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 SOAR Instructional Learning Coach (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 SOAR Calendar, July 1st - July 31st, at hours determined by the School, provided that ordinary working hours shall not exceed 24 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 San Diego, 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

DocuSigned by:

A4137E406BF5494...

Meghan Freeman-CEO
6/17/2021

Date

AGREED TO AND ACCEPTED BY:


6/19/2021

Date

Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- **COMPENSATION.**
 - The Temp shall be entitled to receive an hourly rate of \$20.00 (the "Compensation") for performance of the duties described in the Temporary Employment Contract.
 - Payments from the pay period beginning on July 1st and ending on July 15th will be paid on the 26th July, 2021; and payments for the pay period beginning on July 16th thru the July 31st, will be paid on the 10th of August, 2021.
 - 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.



SOAR Instructional Learning Coach

Job Title:	SOAR Instructional Learning Coach
Position Type:	Temporary; Part-Time
Department:	Education
Reports To:	SOAR Manager or Designee
FLSA:	Non-Exempt/Classified Core Employee
Employee Calendar:	Track A
Pay:	\$18 - 25 per hour

JOB SUMMARY:

The learning coach supports the teacher in creating and implementing an educational program, and learning environment, conducive to the academic and personal growth of each and every student.

ESSENTIAL DUTIES:

The learning coach works with the teacher to:

- Plan and implement a program of instruction that adheres to the school's philosophy, goals and objectives.
- Create purposeful and appropriate lesson plans that provide for effective teaching strategies and maximize time on task.
- Plan and implement a program of study designed to meet individual needs of students.
- Create a classroom environment conducive to learning by employing a variety of appropriate teaching strategies.
- Encourage student enthusiasm for the learning process and the development of study habits.
- Provide progress through authentic observations.
- Evaluate students' academic and social growth through multiple measures, maintain appropriate records under the teacher's supervision.
- Communicate regularly and effectively with parents, minimally every twenty days.

*SOAR Instructional Learning Coach Job Description
Board Approved: September 7, 2019*

- Participate and collaborate in meetings to improve student learning (e.g. SST, IEP, curriculum development, individualized learning plan).
- Select and requisition instructional materials; maintain inventory.
- Identify student needs and cooperate with other professional staff members in assessing and helping solve students' health, attitude, and learning challenges.
- Maintain necessary records as assigned by teachers (attendance, compliance) in the student information system (School Pathways).
- Maintain professional competence through professional development educational activities.
- Participate cooperatively with the appropriate administrator in employee evaluation.
- Utilize technology as a means of educating and communicating.
- Operate a computer and standard office equipment.
- Supervise students during out-of-tutoring center activities as necessary (e.g. field trips).
- Participate in faculty committees, the sponsorship of student activities, and program-wide activities.
- Maintain appropriate work habits, including regular and punctual attendance and appropriate use of conference and planning time.
- Strive to communicate the positive aspects of our school program to the public in word and deed.
- Work cooperatively with parents to strengthen the educational program for their children.
- Establish and maintain cooperative relationships with other staff members.
- Communicate effectively both orally and in writing.

OTHER DUTIES:

- Document and report to Elite Academic Academy management all formal disciplinary actions involving students and staff; addressing and resolving complaints from students, parents, and staff in a timely manner; and ensuring compliance with the Elite Academic Academy Complaint Policy, the Elite Academic Academy `Uniform Technology Policy and the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Administer standardized tests in accordance with the district testing program.
- Perform other duties as assigned.

EDUCATION AND EXPERIENCE:

- Completed or enrolled in an AA or BA program.
- Training in one or more areas of Child Development.

LICENSES AND OTHER REQUIREMENTS:

- Valid CA State driver's license
- CPR and First Aid certification
- Current TB test on file
- Background Clearance

*SOAR Instructional Learning Coach Job Description
Board Approved: September 7, 2019*

WORKING CONDITIONS:

Environment:

- Tutoring Center and office environment.
- Driving a vehicle to conduct work.

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.
- Seeing to read a variety of materials and monitor students.
- Bending at the waist, kneeling or crouching to assist students.
- Sitting or standing for extended periods of time.
- Lifting objects up to 25 pounds.
- Noise level is generally moderate.

HAZARDS:

- Potential physical hazards involved in intervening in altercations and anti-social behavior.
- Contact with dissatisfied individuals.

[REDACTED]

[REDACTED]

[REDACTED]

DocuSigned by:
[REDACTED]

[REDACTED]

[REDACTED]



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: Kathleen Gradillas (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of 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, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 ("PAGA") which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission ("Administrative Claims") are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute 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. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the "FAA") and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. 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 may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administer) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Kathleen Gradillas and Meghan Freeman on behalf of the COMPANY.

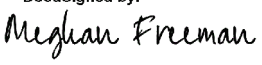
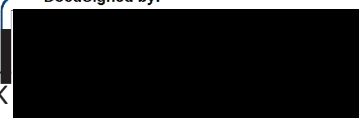
XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:	DocuSigned by:	EMPLOYEE:	DocuSigned by:
By: _____		By: _____	
	A4137E406BF5494...		K
	Meghan Freeman, CEO		
DATED: 6/17/2021		DATED: 6/19/2021	



Date of Offer: June 15, 2021

Assignment Offered: Temporary Part-Time Instructional Aide

Candidate Name: [REDACTED]

It is our pleasure to offer you a temporary position with the Elite Academic Academy - Mountain Empire (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 - Mountain Empire and Alyssa Bobczynski (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 21, 2021, and continue until August 11, 2021.
- 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 Part-Time Instructional Aide (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 Riverside, 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

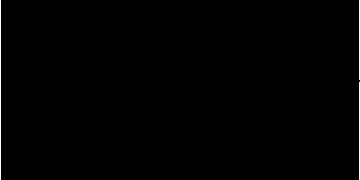
DocuSigned by:

A4137E406BF5494...

Meghan Freeman -CEO
6/15/2021

Date

AGREED TO AND ACCEPTED BY:

_____
6/15/2021

Date

Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- **COMPENSATION.**
 - The Temp shall be entitled to receive an hourly rate of \$18.00 (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.



Temporary Year-Round Instructional Aide

Job Description

Position Title:	Temporary Year-Round Instructional Aide
Reports To:	Teacher of Record
FLSA Status:	Non-Exempt
School Classification:	Classified
Pay Range:	\$15-18 per hour
Work Schedule:	Varies
Location:	Remote

Position Summary: *The 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 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 and RESPONSIBILITIES:

- 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 maintenance of student attendance and achievement.
- 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; 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.
- 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

6/15/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: Alyssa Bobczynski (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of 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, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 ("PAGA") which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission ("Administrative Claims") are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute 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. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the "FAA") and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. 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 may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administer) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Alyssa Bobczynski and Meghan Freeman on behalf of the COMPANY.

XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that 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:

DocuSigned by:
Meghan Freeman
A4137E406BF5494...
Meghan Freeman, CEO

EMPLOYEE:

By:

[Redacted Signature]

DATED:

6/15/2021

DATED:

6/15/2021

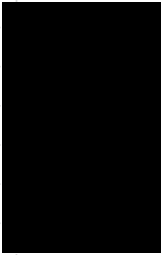
EAA 2021/2022 Staffing Calendar - Temporary Year - Round Employees

JUNE							JULY							AUGUST							Important Dates				
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S					
		1	2	3	4	5					1	2	3		1	2	3	4	5	6	7	6/16	Contract Start Date		
6	7	8	9	10	11	12	4	5	6	7	8	9	10	11	8	9	10	11	12	13	14	7/1	First Day of School		
13	14	15	16	17	18	19	11	12	13	14	15	16	17	18	15	16	17	18	19	20	21	7/5	Independence Day Holiday		
20	21	22	23	24	25	26	18	19	20	21	22	23	24	25	22	23	24	25	26	27	28	8/7	Last Day of First LP- Year Round		
27	28	29	30				25	26	27	28	29	30	31		29	30	31					8/10	Contract End Date		

Key		
		Contract Start and End Dates
		First & Last Day of the Learning Period
		Holiday
		Professional Development Days



Board Approved 05/06/2021



6/15/2021



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Mountain Empire

Name: Dawn Powell

in the position of

Title: Part-Time Special Education (SPED) Liaison

June 29, 2021



We are pleased to offer you the position of **Part-Time (NON-Exempt) Special Education (SPED) Liaison** with Elite Academic Academy – Mountain Empire (the “School”) commencing **July 12, 2021**. We are delighted you chose to join the Elite Academic Academy team and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the “Agreement”), and are 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. They are as follows:

1. Your job duties are detailed in the attached job description (“Exhibit A”) and you will report to the Special Education Administrative Assistant, Special Education Consultant, or designee. A copy of your job description, attached hereto as Exhibit A, is incorporated by reference herein. The duties set forth in that job description may be amended from time to time at the sole discretion of the School.
2. 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 which shall include:
 - a. Fulfilling the 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. You understand that the School may at times make assignments that are in addition to those expressly described in this Agreement.

- 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.
3. You will be paid \$20 an hour for all regular hours worked, for a maximum of 20 hours per week, less applicable withholdings, for 239 days of work (see attached calendar). 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. 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^h and 26th of each month. Human Resources will confirm your exact pay dates.
4. As a part-time employee you will not generally be eligible for benefits, except for those required by law such as paid sick time.
5. You shall be provided with 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.
6. You are required to record your time via our timekeeping system, 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.
7. 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.
8. It is a condition of your employment that you sign the School's Arbitration Agreement 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.
9. It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the school's trade secret, confidential and proprietary information as well as an assignment to Elite Academic Academy of the ideas, concepts and other intellectual property that you create while you are employed by the school.
10. The School is an equal opportunity employer. Company policy prohibits discrimination,

retaliation, or harassment based on practices, national origin, including language use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law, 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.

11. 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.
12. This Agreement, 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.
13. 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 7 days.

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

Sincerely,

DocuSigned by:

A4137E406BF5494...
Meghan Freeman, CEO

CEO/Designee Signature:

Date: 6/29/2021

AGREED TO AND ACCEPTED BY:

Employee Signature:

Date: 6/29/2021

Address:

Telephone:



Part-Time Special Education Department (SPED) Liaison Job Description

Job Title:	Part-Time SPED Liaison
Department:	Special Education Department
Reports To:	Special Education Administrative Assistant (or designee)
FLSA Classification:	Non-Exempt
Classification:	Classified
Pay Range:	\$18.00 - \$25.00/hr
Work Schedule:	12 months
Location:	Remote and/or Onsite Office (Temecula)

Position Summary: *Provide support to the Special Education faculty, administrators and staff to ensure the appropriate delivery of special education and related services.*

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Serve as liaison to the assigned Special Education Administrative Assistant; perform communication services; receive, screen, and route telephone calls; take and relay messages as appropriate; and schedule and arrange interviews, appointments, conferences and other events; maintain appointment and activity calendars.
- Exercise independent judgment in resolving issues and refer difficult issues to the administrator as necessary.
- Follow established procedures and meet deadlines.
- Coordinate, schedule and attend meetings; prepare and send out notices of meetings; reserve facilities; collect and compile information for meetings, projects and workshops; take, transcribe and distribute minutes as directed.
- Liaison between SPED vendors and Elite Academic Academy.

*Part-Time Special Education Department Liaison Job Description
Board Approved 12/10/2020*

- Input data into an assigned computer system; initiate queries and generate computerized reports as requested; establish and maintain automated records and files; assure accuracy of input and output data; and submit reports to appropriate personnel.
- Maintain SEIS and WebIEP databases.
- Manage and submit all SPED compliance and reporting data to CALPADS.
- Assign all SPED students to case managers and all placement info.
- Support all SPED staff in various platforms.
- Assign assessment teams for all assessments.
- Support budget planning needs.
- Schedule IEP meetings.
- Send and receive DocuSign for all SPED documents.
- Maintain student SPED files.
- Monitor SPED timelines.

Other Duties:

- Assist with documenting and reporting to school management all formal disciplinary actions involving students and staff; addressing and resolving complaints from students, parents, and staff in a timely manner; and ensuring compliance with the Uniform Complaint Policy, the Uniform Technology Policy, and 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.

Knowledge of:

- Modern office practices, procedures and equipment.
- Telephone techniques and etiquette.
- Policies and objectives of assigned program and activities.
- Applicable laws, codes, regulations, policies and procedures.
- Record-keeping techniques.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Interpersonal skills using tact, patience and courtesy.
- Oral and written communication skills.
- Operation of a computer and assigned software.
- Methods of collecting and organizing data and information.
- Business letter and report writing, editing and proofreading.
- Mathematical computations.

*Part-Time Special Education Department Liaison Job Description
Board Approved 12/10/2020*

Ability to:

- Perform varied and responsible secretarial and administrative assistant duties.
- Serve as assistant and liaison to the SPED Administrative Assistant, and coordinate communications.
- Assure smooth and efficient office operations.
- Work independently with little direction.
- Understand and resolve issues, complaints or problems.
- Maintain confidentiality of sensitive and privileged information.
- Determine appropriate action within clearly defined guidelines.
- Establish and maintain cooperative and effective working relationships with others.
- Maintain records and files.
- Compile and verify data and prepare reports.
- Complete work with many interruptions.
- Plan and organize work.
- Meet schedules and timelines.

EDUCATION AND EXPERIENCE:

- Any combination equivalent to: graduation from high school; and three years increasingly responsible clerical or secretarial experience involving frequent public contact.

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.

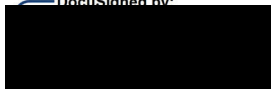
- Hearing and speaking to exchange information in person or on the telephone.
- Dexterity of hands and fingers to operate a computer keyboard.
- Operates a computer and other office productivity machinery.
- Seeing to read a variety of materials.
- Bending at the waist, kneeling or crouching.
- Sitting 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.

*Part-Time Special Education Department Liaison Job Description
Board Approved 12/10/2020*

- 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.

Employee Acknowledgement:

DocuSigned by:


Employee Signature



Printed Name

6/29/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: Dawn Powell (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of 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, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 ("PAGA") which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission ("Administrative Claims") are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute 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. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the "FAA") and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. 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 may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administer) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Dawn Powell and Meghan Freeman on behalf of the COMPANY.

XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:

DocuSigned by:
Meghan Freeman
A4137E406BF5494...

By:

Meghan Freeman, CEO

6/29/2021

DATED:

EMPLOYEE:

[Redacted Signature]

By:

6/29/2021

DATED:

Board Approved 05/06/2021





Date of Offer: July 23, 2021

Assignment Offered: Temporary Community Relations Clerk

Candidate Name: [REDACTED]

[REDACTED] Academy - Mountain Empire (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 - Mountain Empire and Kevin Oley (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 August 2, 2021, and continue until December 21, 2021.
- 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 Community Relations Clerk (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 scheduled by your direct supervisor based on demand and need in the department. Ordinary working hours shall not exceed 20 hours per week (and the Temp is not guaranteed 20 hours per week), *unless agreed upon in advance 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 Riverside, California.
- This offer of temporary employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States [I-9].

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

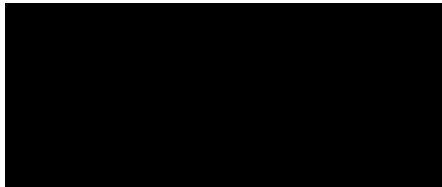
DocuSigned by:

A4137E406BF5494...

Meghan Freeman -CEO
Date

7/23/2021

AGREED TO AND ACCEPTED BY:



7/25/2021

Date

Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- **COMPENSATION.**
 - The Temp shall be entitled to receive an hourly rate of \$20.00 (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.



**Temporary Part-Time Community Relations Clerk
Job Description**

Job Title: Temporary Part-Time Community Relations Clerk
Department: Community Relations
Reports To: Director of Community Relations (or designee)
FLSA Classification: Non-Exempt
Classification: Classified
Pay Range: \$18-\$25 per hour
Work Schedule: Temporary (approximately 4 hours per day)
Location: Onsite Office (Temecula)

Position Summary: *The Temporary Part-Time Community Relations Clerk position assists the team in overseeing the clerical and technical duties related to community partner approvals, maintaining supplies, curriculum and equipment. This position assists with keeping track of all products and supplies, ensuring that stock is organized, and assists in the unloading and processing of deliveries, packing and shipping inventory and ensures that company inventory remains balanced, restocks supplies, assists in maintaining inventory records, and provides customer assistance.*

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 clerical accounting experience.
- 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

Shipping and Inventory Responsibilities:

- Monitors and maintains current inventory levels; processes purchase orders as required; track orders and investigates problems.
- Records purchases, maintains a database, performs physical count of inventory, and reconciles actual stock count to computer-generated reports.
- Receives, and unpack items delivered; re-stocks items as necessary; labels shelves.
- Processes and/or approves invoices for payment.
- Moves and restructures organization of inventory room to make space for new inventory.
- Packs up items for shipping and creates shipping labels.
- Perform routine clerical duties, including data entry, answering telephones, and assisting customers.
- Tracking and updating the database with incoming and outgoing products.
- Loading and unloading deliveries.
- Maintain safety while using equipment and tools.
- Notify the Director (or designee) of replenishment of inventory.
- Perform miscellaneous job-related duties as assigned.

Community Partners Responsibilities:

- Prepare and send out community partner applications to prospective partners.
 - Update community partner packet yearly and send a letter that includes any update to all current partners.
 - Receives community partner requests and completes the process for approvals; communicates with community partners; tracks process on spreadsheet; and input in database.
 - Create an Online Purchasing System (OPS) accounts for all approved and cleared partners, ensuring each community partner descriptions are accurate and complete.
 - Answers community partners' questions and calls regarding payment positively and supportively.
 - Assists community partners with electronic invoicing procedures.
 - Responds proactively to community partner inquiries and follow up on unpaid invoices in a timely manner.
 - Assist as needed, with a variety of technical duties related to the purchasing of services, supplies and equipment; assure purchasing activities comply with established guidelines and regulations.
-
- Assist as needed, with Inputting purchase order information into an assigned computer system including delivery address, discounts, account coding, purchase amounts, product

*Temporary Part-Time Community Relations Clerk Job Description
Pending Board Approved*

quantity and other required data; generate purchase orders and submit for approval as necessary; and maintain automated records as appropriate.

- Assist with preparing and maintaining a variety of records and reports related to purchase orders, expenditures and assigned activities; and maintain and update vendor catalogues and files.
- Assist as needed, with initiating and receiving phone calls concerning various purchasing functions; and respond to inquiries and provide information concerning purchase orders, on-line requisitions and the procurement of equipment, supplies and materials.
- Operate a variety of office equipment including a calculator, copier, fax machine, typewriter, computer and assigned software.
- Assist with preparing a variety of correspondence related to the business services function including memoranda, bulletins and cancellation notices.
- Attend a variety of assigned meetings.

Other Duties:

- Assist with documenting and reporting to PACS management all formal disciplinary actions involving students and staff; addressing and resolving complaints from students, parents, and staff in a timely manner; and ensuring compliance with the PACS Uniform Complaint Policy, the PACS Uniform Technology Policy, and the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Attend off-site enrollment events to represent programs and support families with the enrollment process, times may vary.
- 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.

Knowledge of:

- Purchasing practices and procedures.
- Basic accounting practices, procedures and terminology.
- Operation of a centralized telephone switchboard.
- 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.

Ability to:

- Type at 35 words per minute from a clear copy.
- Perform a variety of technical duties related to the purchasing of services, supplies and equipment.
- Prepare, review, verify and process purchasing forms and documents.
- Learn and apply established rules, regulations, policies and procedures related to the purchasing function.
- Maintain routine records, vendor lists, and catalogs.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative and effective working relationships with others.
- Meet schedules and timelines.
- Understand and follow oral and written instructions.
- Operate a computer and assigned software.
- Maintain records and prepare reports.
- Add, subtract, multiply and divide quickly and accurately.
- Complete work with many interruptions.

EDUCATION AND EXPERIENCE:

- Any combination equivalent to: graduation from high school; and three years clerical accounting experience.
- Bilingual skills preferred.

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 in person or on the telephone.
- Dexterity of hands and fingers to operate a computer keyboard.
- 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.

Employee Acknowledgement:

DocuSigned by:
[Signature] 7/25/2021



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: Kevin Oley (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of 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, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 ("PAGA") which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission ("Administrative Claims") are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute 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. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the "FAA") and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. 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 may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administer) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Kevin Oley and Meghan Freeman on behalf of the COMPANY.

XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:

DocuSigned by:
Meghan Freeman
A4137E406BF5494...

By:

Meghan Freeman, CEO

7/23/2021

DATED:

EMPLOYEE:

DocuSigned by:

By:

[Redacted Signature]

7/25/2021

DATED:



ELITE
—ACADEMIC—
ACADEMY



Date of Offer: July 20, 2021

Assignment Offered: Temporary Community Relations Clerk

Candidate Name: [REDACTED]

Candidate Address: [REDACTED]

It is our pleasure to offer you a temporary position with the Elite Academic Academy - Mountain Empire (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 - Mountain Empire and Sara (Sally) Wing (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 July 26, 2021, and continue until December 21, 2021.
- 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 Community Relations Clerk (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 scheduled by your direct supervisor based on demand and need in the department. Ordinary working hours shall not exceed 20 hours per week (and the Temp is not guaranteed 20 hours per week), *unless agreed upon in advance 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 Riverside, California.
- This offer of temporary employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States [I-9].

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

DocuSigned by:

A4137E406BF5494...
Meghan Freeman -CEO
7/21/2021
Date

AGREED TO AND ACCEPTED BY:


7/21/2021
Date

Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- **COMPENSATION.**
 - The Temp shall be entitled to receive an hourly rate of \$20.00 (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.



Temporary Part-Time Community Relations Clerk Job Description

Job Title: Temporary Part-Time Community Relations Clerk
Department: Community Relations
Reports To: Director of Community Relations (or designee)
FLSA Classification: Non-Exempt
Classification: Classified
Pay Range: \$18-\$25 per hour
Work Schedule: Temporary (approximately 4 hours per day)
Location: Onsite Office (Temecula)

Position Summary: *The Temporary Part-Time Community Relations Clerk position assists the team in overseeing the clerical and technical duties related to community partner approvals, maintaining supplies, curriculum and equipment. This position assists with keeping track of all products and supplies, ensuring that stock is organized, and assists in the unloading and processing of deliveries, packing and shipping inventory and ensures that company inventory remains balanced, restocks supplies, assists in maintaining inventory records, and provides customer assistance.*

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 clerical accounting experience.
- 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

Shipping and Inventory Responsibilities:

- Monitors and maintains current inventory levels; processes purchase orders as required; track orders and investigates problems.
- Records purchases, maintains a database, performs physical count of inventory, and reconciles actual stock count to computer-generated reports.
- Receives, and unpack items delivered; re-stocks items as necessary; labels shelves.
- Processes and/or approves invoices for payment.
- Moves and restructures organization of inventory room to make space for new inventory.
- Packs up items for shipping and creates shipping labels.
- Perform routine clerical duties, including data entry, answering telephones, and assisting customers.
- Tracking and updating the database with incoming and outgoing products.
- Loading and unloading deliveries.
- Maintain safety while using equipment and tools.
- Notify the Director (or designee) of replenishment of inventory.
- Perform miscellaneous job-related duties as assigned.

Community Partners Responsibilities:

- Prepare and send out community partner applications to prospective partners.
 - Update community partner packet yearly and send a letter that includes any update to all current partners.
 - Receives community partner requests and completes the process for approvals; communicates with community partners; tracks process on spreadsheet; and input in database.
 - Create an Online Purchasing System (OPS) accounts for all approved and cleared partners, ensuring each community partner descriptions are accurate and complete.
 - Answers community partners' questions and calls regarding payment positively and supportively.
 - Assists community partners with electronic invoicing procedures.
 - Responds proactively to community partner inquiries and follow up on unpaid invoices in a timely manner.
 - Assist as needed, with a variety of technical duties related to the purchasing of services, supplies and equipment; assure purchasing activities comply with established guidelines and regulations.
-
- Assist as needed, with Inputting purchase order information into an assigned computer system including delivery address, discounts, account coding, purchase amounts, product

*Temporary Part-Time Community Relations Clerk Job Description
Pending Board Approved*

quantity and other required data; generate purchase orders and submit for approval as necessary; and maintain automated records as appropriate.

- Assist with preparing and maintaining a variety of records and reports related to purchase orders, expenditures and assigned activities; and maintain and update vendor catalogues and files.
- Assist as needed, with initiating and receiving phone calls concerning various purchasing functions; and respond to inquiries and provide information concerning purchase orders, on-line requisitions and the procurement of equipment, supplies and materials.
- Operate a variety of office equipment including a calculator, copier, fax machine, typewriter, computer and assigned software.
- Assist with preparing a variety of correspondence related to the business services function including memoranda, bulletins and cancellation notices.
- Attend a variety of assigned meetings.

Other Duties:

- Assist with documenting and reporting to PACS management all formal disciplinary actions involving students and staff; addressing and resolving complaints from students, parents, and staff in a timely manner; and ensuring compliance with the PACS Uniform Complaint Policy, the PACS Uniform Technology Policy, and the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Attend off-site enrollment events to represent programs and support families with the enrollment process, times may vary.
- 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.

Knowledge of:

- Purchasing practices and procedures.
- Basic accounting practices, procedures and terminology.
- Operation of a centralized telephone switchboard.
- 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.

Ability to:

- Type at 35 words per minute from a clear copy.
- Perform a variety of technical duties related to the purchasing of services, supplies and equipment.
- Prepare, review, verify and process purchasing forms and documents.
- Learn and apply established rules, regulations, policies and procedures related to the purchasing function.
- Maintain routine records, vendor lists, and catalogs.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative and effective working relationships with others.
- Meet schedules and timelines.
- Understand and follow oral and written instructions.
- Operate a computer and assigned software.
- Maintain records and prepare reports.
- Add, subtract, multiply and divide quickly and accurately.
- Complete work with many interruptions.

EDUCATION AND EXPERIENCE:

- Any combination equivalent to: graduation from high school; and three years clerical accounting experience.
- Bilingual skills preferred.

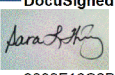
Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Hearing and speaking to exchange information in person or on the telephone.
- Dexterity of hands and fingers to operate a computer keyboard.
- 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.

Employee Acknowledgement:

DocuSigned by:

9009F16C2BC94F7...

[Redacted Printed Name]

7/21/2021

Employee Signature

Printed Name

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: Sara Wing (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of 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, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 ("PAGA") which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission ("Administrative Claims") are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute 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. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the "FAA") and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. 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 may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administer) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Sara Wing and Meghan Freeman on behalf of the COMPANY.

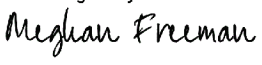


XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:	<div>DocuSigned by:  A4137E406BF5494...</div>	EMPLOYEE:	
By:	Meghan Freeman, CEO 7/21/2021	By:	 7/21/2021
DATED:	_____	DATED:	_____



ELITE
—ACADEMIC—
ACADEMY



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Mountain Empire

Name: [REDACTED]

in the position of

Title: Part-Time Hourly (Non-Exempt) Special Education - Education Specialist

June 1, 2021

[REDACTED]

[REDACTED]

[REDACTED] you the position of **Part-Time (Non-Exempt) Special Education - Education Specialist** with Elite Academic Academy – Mountain Empire (the “School”) commencing **July 1, 2021** (please see below regarding employment start date), including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Elite Academic Academy team and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the “Agreement”) and are 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. They are as follows:

1. Your job duties are detailed in the attached job description (“Exhibit A”) and you will report to the Special Education Coordinator, Special Education Consultant, or designee. A copy of your job description, attached hereto as Exhibit A, is incorporated by reference herein. The duties set forth in that job description may be amended from time to time at the sole discretion of the School.
2. 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 which shall include:
 - a. Fulfilling the 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. You understand that the School may at times make assignments that are in addition to those expressly described in this Agreement.

- 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.
- 3. 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.
- 4. You will be paid \$55.00 an hour, for all regular hours worked, for a maximum of 20 hours per week, less applicable withholdings, for 187 days of work (see attached calendar).

[Note: From July 1, 2021 through August 17, 2021 (the "Summer"), you are not expected to render teaching services to students.]

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 hours worked above 20 in a week, and all overtime hours, must be approved in advance by your supervisor. 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.

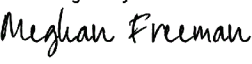
- 5. As a part-time employee you will not generally be eligible for benefits, except for those required by law such as paid sick time, and California State Teachers Retirement System.
- 6. You shall be provided with a duty-free, uninterrupted unpaid meal period of at least thirty minutes for a work period 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.
- 7. You are required to record your time via our timekeeping system, Paycom. You have been 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.
- 8. 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.
- 9. It is a condition of your employment that you sign the School's Arbitration Agreement 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.

10. It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the school's trade secret, confidential and proprietary information as well as an assignment to Elite Academic Academy of the ideas, concepts and other intellectual property that you create while you are employed by the school.
11. The School is an equal opportunity employer. Company policy prohibits discrimination, retaliation, or harassment based on practices, national origin, including language use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law, 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.
12. 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.
13. This Agreement, 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.
14. 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 7 days.

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

Sincerely,

DocuSigned by:

A4137E406BF5494...
Meghan Freeman, CEO

CEO/Designee Signature:

Date: 6/1/2021

AGREED TO AND ACCEPTED BY
Employee Signature: 

Date: 

Address: 

Telephone: 



Special Education - Education Specialist

Job Description

Position Title:	Special Education - Education Specialist
Reports To:	Director or Program Lead (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Based on the range of the program hiring
Work Schedule:	185 -225 days
Location:	Onsite/Remote Office

Position Summary:

Has knowledge and expertise in special education. School staff will rely on the Education Specialist to provide consultation and educational services within the area of special education.

ESSENTIAL DUTIES and RESPONSIBILITIES

- Case manage students with Individualized Education Programs (IEPs).
- Conduct educational assessment related to students' access to the academic core curriculum and progress towards meeting instructional academic goals.
- Provide instruction and special education support to individuals with disabilities including specific learning disabilities, mild to moderate intellectual disabilities, other health impairments, serious emotional disturbance, and authorizes service in grades TK–12 and in classes organized primarily for adults through age 22 across a continuum of program options available.
- Write IEPs, schedule IEP meetings.
- Consult with various school team members, parents, and outside service providers; coordinate IEP services as needed.
- Plan programs, coordinate curricular resources, and evaluate effectiveness of programs for individuals with exceptional needs.
- Participate in staff and program development related to the special methods and approaches of providing special education services.
- Perform duties as assigned.

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.

- Bachelor's degree from an accredited college or university.
- Most hold a valid, current, California state Education Specialist Instruction Credential Mild/Moderate for teaching staff. A copy of Teaching Credential to be provided and kept current.
- 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 Human Resources 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.
- Valid California Driver's License.
- Familiarity with the CA Common Core State Standards.
- An enthusiasm for curriculum development to support a young and growing school program.
- Core academic subject competence must be:
 - EXAM: Pass a subject matter examination approved by the CCTC in each subject taught or
 - COURSEWORK:
 - In each core area taught complete a:
 - A) CCTC approved subject matter program, or
 - B) Major, or
 - C) Major equivalent, (32 semester units or the equivalent) or
 - D) Graduate degree or
 - ADVANCED CERTIFICATION:
 - National Board Certification in the core area **OR**
 - HOUSE: Complete California's High Objective Uniform State Standard of Evaluation
 - Must have strong math knowledge and math skills in the areas of General/Basic Math, Algebra 1, Geometry, Algebra 2, Pre-Calculus in addition to a general knowledge of other subjects (English, Science, History, etc).
 - Must have strong computer skills including word processing, entering data into a database, Internet, electronic mail, and other digital literacy skills
 - Must have own transportation, a valid driver's license, and vehicle insurance as required by California law.

Requirements/Experience:

- Reside in the state of California
- Bachelor's degree
- Strong content and subject-matter knowledge
- Ability to support and guide adults, as well as students
- Strong written and verbal communication skills

- Organization and time-management skills
- Excellent writing and grammar skills
- Flexible schedule
- Proficiency in various word processing programs, SEIS and experience using them in a professional capacity

Other Duties:

- Proctoring duties as needed during the testing season.
- 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.

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 and monitor students
- 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.

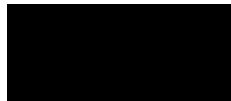
- Noise level is generally moderate

- Meetings conducted in public and private settings
- Indoor and outdoor in varying temperature
- Employee must have available transportation and be able to drive up to 100 miles in a day

Employee Acknowledgement:



Employee Signature



Printed Name

6/3/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: Jamie Arpin (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of 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, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 ("PAGA") which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission ("Administrative Claims") are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute 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. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the "FAA") and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. 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 may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administer) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Jamie Arpin and Meghan Freeman on behalf of the COMPANY.

XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:

DocuSigned by:
Meghan Freeman
A4137E406BF5494...

EMPLOYEE:

DocuSigned by:
[Redacted Signature]

By:

Meghan Freeman, CEO

By:

[Redacted Name]

DATED:

6/1/2021

DATED:

6/3/2021

Board Approved 05/01/2015

Board Approved 05/06/2021



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Mountain Empire

Name: Sunny Bolden

in the position of

Title: Part-Time Hourly (Non-Exempt) Speech and Language Pathologist

July 2, 2021



We are pleased to offer you the position of **Part-Time (Non-Exempt) Speech and Language Pathologist** with Elite Academic Academy – Mountain Empire (the “School”) commencing **August 18, 2021**, including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Elite Academic Academy team and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the “Agreement”), and are 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. They are as follows:

1. Your job duties are detailed in the attached job description (“Exhibit A”) and you will report to the Special Education Coordinator, Special Education Consultant, or designee. A copy of your job description, attached hereto as Exhibit A, is incorporated by reference herein. The duties set forth in that job description may be amended from time to time at the sole discretion of the School.
2. 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 which shall include:
 - a. Fulfilling the 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. You understand that the School may at times make assignments that are in addition to those expressly described in this Agreement.

- 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.
3. 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.
4. You will be paid \$75.00 an hour, for all regular hours worked, for a maximum of 20 hours per week, less applicable withholdings, for 187 days of work (see attached calendar). 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 hours worked above 20 in a week, and all overtime hours, must be approved in advance by your supervisor. 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.
5. As a part-time employee you will not generally be eligible for benefits, except for those required by law such as paid sick time, and California State Teachers Retirement System.
6. You shall be provided with 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.
7. You are required to record your time via our timekeeping system, Paycom. You have been 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.
8. 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.
9. It is a condition of your employment that you sign the School's Arbitration Agreement 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.
10. It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the school's trade secret, confidential and proprietary information as well as an assignment to Elite Academic Academy of the ideas, concepts and other intellectual property that you create

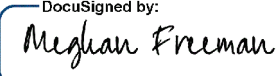
while you are employed by the school.

11. The School is an equal opportunity employer. Company policy prohibits discrimination, retaliation, or harassment based on practices, national origin, including language use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law, 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.
12. 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.
13. This Agreement, 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.
14. 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 7 days.

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

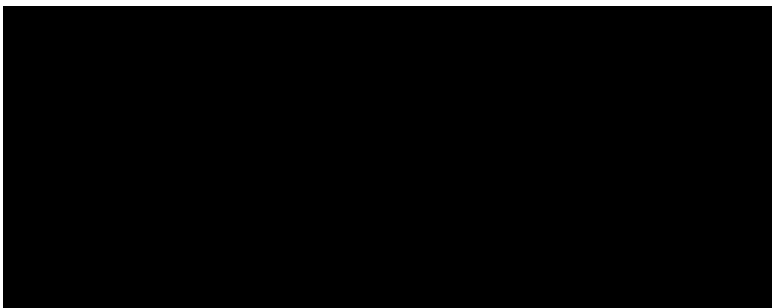
Sincerely,

DocuSigned by:

A4137E406BF5494...
Meghan Freeman, CEO

CEO/Designee Signature:

Date: 7/6/2021

AGREED TO AND ACCEPTED BY:



Date: 7/7/2021



Speech and Language Pathologist

Job Description

Position Title: Speech and Language Pathologist
Reports To: SPED Coordinator, SPED Consultant, or designee
FLSA Status: Exempt
School Classification: Certificated
Pay Range: \$75/hr
Work Schedule: Part-Time (187-224 days)
Location: Onsite/Remote Office

Position Summary: The Speech and Language Pathologist provides speech and language evaluations of students (TK-12); develops speech and language plans for rehabilitative care within various public education settings; participates in IEP meetings; consults with IEP teams; consults with school staff at the general education level and participates in the RtI/SST process; conducts IEP compliance reviews; participates in scheduled meetings with the special education department team; provides speech and language services to students; provides in-service trainings on the role of speech and language therapy; and does related work as required.

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 CA SLPAB license from California Department of Consumer Affairs.
- Possess a Master's Degree as well as ASHA CCC certification.
- 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 Human Resources 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.
- Knowledge of Federal and State special education laws, timelines, and mandates.

Speech and Language Pathologist Job Description
Pending Board Approval

- Appropriately and positively manage student behavior.
- Appropriate English usage, punctuation, spelling, and grammar
- Knowledge of basic arithmetical concepts
- Routine record storage and retrieval.
- Management procedures.
- Valid California Driver's License and insurance.

Desirable Qualifications:

Knowledge of: Principles and methods of speech and language therapeutic techniques; theory of physical and mental rehabilitation underlying the practices of speech and language therapy; objectives of speech and language therapy treatment and services; principles of consultation, training, and supervision.

Abilities: Identify and analyze areas of developmental speech and language dysfunction; develop and provide treatment plans, goals, and objectives to correct speech and language dysfunction; provide consultation for management of speech and language programs within various educational settings; explain and provide training on speech and language skills and rehabilitative principles; provide direction to assigned staff; speak and write effectively; maintain records and prepare reports; establish and maintain cooperative relationships with those contacted during the course of work.

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Provide for an educationally-related speech and language assessment (initials and triennials) which includes student observation, records review, interview, standardized and non-standardized testing in areas of suspected disability.
- Write the assessment report according to specified guidelines.
- Develop appropriate long-term and short-term goals and objectives for the Individualized Education Program (IEP) to improve students' functional abilities and enhance students' ability to learn within various educational settings.
- Provide direct speech and language services to students.
- Assist in coordinating the implementation of goals and objectives with the IEP team to provide integrated services.
- Monitor student progress toward goals and review students with speech and language services on an annual basis.
- Provide consultation to educational staff and parents.
- Appropriately refer students and parents to related services which will aid students' development.
- Participate in meetings at the general education level to assist in developing appropriate interventions and goals for students at various tiers of the RtI/SST process.
- Collaborate with the special education administrative team and make suggestions toward the future development of speech and language services throughout all school programs.
- Maintain and oversee the maintenance of IEPs and progress records on individual students.

- Conduct quarterly IEP reviews to ensure compliance in all areas.
- Provide direction, training, and assistance to SLP-As assigned to the speech and language services.
- May act as a liaison between the charter schools and other agencies to coordinate student services.
- Comply with established confidentiality procedures regarding the release of student information.
- Develop and implement training opportunities and in-services for educational staff and parents.
- Demonstrate continued professional growth through continuing education or advanced study, attendance at workshops, or coursework relevant to the student population to be served.
- Communicate effectively via oral, written, or electronic means with educational staff, student, parents, and administration.
- Perform other duties as required to maintain the integrity of the speech and language therapy program.
- Demonstrate a positive, consistent and understanding attitude toward students.

Other Duties

- Proctoring duties as needed during the testing season.
- 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.

Experience:

Minimum of two years or more experience in speech and language practice within a public school setting, including practice in assessment and therapy skills appropriate for the needs of a varied student population

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 and monitor students
- 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 public and private settings
- Indoor and outdoor in varying temperature
- Employee must have available transportation and be able to drive up to 100 miles in a day

Employee Acknowledgement:

E

Printed Name

7/7/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: Sunny Bolden (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of 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, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 ("PAGA") which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission ("Administrative Claims") are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute 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. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the "FAA") and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. 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 may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administer) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Sunny Bolden and Meghan Freeman on behalf of the COMPANY.

XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

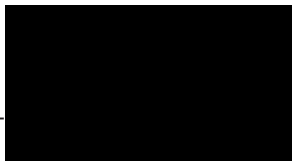
COMPANY:

By: _____

DocuSigned by:
Meghan Freeman
A4137E406BF5494...
Meghan Freeman, CEO

EMPLOYEE:

By: _____



DATED: _____

7/6/2021

DATED: _____

7/7/2021

EAA 2021/2022 Staffing Calendar - 187 Day (11 month) Employees

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	Contract Start Date						
				1	2	3	1	2	3	4	5	6	7							1	2							7/1						
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9	7/1						
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	7/4						
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	9/6						
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30			24	25	26	27	28	29	30	11/11						
																					31							11/22 - 11/26						
																												Thanksgiving Break						
																												12/20 - 12/31						
																												Winter Break						
																												MLK Day Holiday						
																												1/17						
																												2/18 - 2/21						
																												Presidents' Day Weekend						
																												3/14 - 3/18						
																												Spring Break						
																												Memorial Day						
																												5/30						
																												6/7						
																												Last Day of School - Tradition						
																												Last Day of School - Year Ro						
																												6/16						
																												Contract End Date						
																												6/30						

Board Approved 05/06/2021



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - [REDACTED]

[REDACTED]
in the position of

Title: Homeschool Teacher

July 16, 2021

[REDACTED]

We are pleased to offer you the position of full-time exempt Homeschool Teacher with Elite Academic Academy - Mountain Empire (the "School") commencing August 9, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are 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. They are as follows:

Your job duties are detailed in the job description (attached) and you will report to the Director of Homeschool, or designee.

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.

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. Accordingly, you will be paid a minimum *annual* salary of \$74,000 (or \$6,166.67 *per month*) less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above), 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.

You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, 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 calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter 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. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School 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 CEO of the School.

It is a condition of your employment that you sign our 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.

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on 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 issued to persons unable to prove their presence in the United States is authorized under federal law, 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.

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.

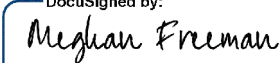
This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

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 working days.

Once again, we are looking forward to you joining the Elite Academic Academy - Mountain Empire team, contributing to the Certificated Teaching Department, and personally growing with the School.

Sincerely,

DocuSigned by:

Mc...A4137E406BF5494...
CEO

7/16/2021

Date: _____

AGREED TO AND ACCEPTED BY:

Employee: [REDACTED]

DocuSigned by:

7/16/2021

Date: _____



Homeschool Teacher

Job Description

Position Title:	Homeschool Teacher
Reports To:	Homeschool Director (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187-224 days
Location:	Remote Office

Position Summary: *Elite Educators support students in meeting their educational goals and ensuring they are successful in an independent study environment. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Elite Educators are required to participate in all staff meetings and trainings. Elite Educators are expected to uphold the school's mission and shared values, philosophy, and policies and procedures. Elite Educators must carry and maintain a valid California teaching credential. Elite Educators must meet with K-8 students at least once every 35 days but communicate weekly. High School students will be supported weekly. Elite Educators may have to tutor students/support tutoring opportunities weekly if they are not making sufficient academic progress and an intervention plan is in effect.*

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.
- 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 Human Resources 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.
- Valid California Driver's License.

General Elite Educator Skills:

- Team player.
- Love of learning – a lifelong learner.

*Homeschool Teacher Job Description
Pending Board Approval*

- Ability to transmit passion for learning to students and families.
- Flexibility and accountability.
- 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.
- Computer and technology literacy.
- Willingness to research and become knowledgeable of curriculum and educational resources.
- Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
- Serve the student and parent's needs to the best of his/her ability without allowing his/her own convenience to interfere.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Professional Support:

The Elite Educator's goal is to ensure the academic success of each student on their roster. Elite Educators must meet with assigned students and parents to support the student's academic needs, and to facilitate adequate progress toward the common core state standards. This requires understanding the student/family goals and Elite Educators assist families in the development and execution of the goals. Elite Educators will work with students in all grade levels TK-12. For students in grades 6-12 this includes a knowledge of the high school requirements. Elite Educators will complete all educational and administrative duties, paperwork, and other tasks as needed to achieve this goal. Professional support is not limited to the school calendar days.

Elite Educator Responsibilities:

- Develop an educational plan with each family at the beginning of each learning period.
- Evaluate, update, and document student progress towards the educational plan and Common Core State Standards by examining the entire body of student learning at the monthly Academic Consultation and engaging the student through evaluative discussion and observation.
- Collect work samples each learning period and use those samples to create a record of each students' learning.
- Stay current with school policy and procedure.
- Complete the required paperwork and documentation for each student according to individual deadlines.
- Advise and support parents and students.
- Ensure students' academic needs are met by ordering, researching, and suggesting curriculum.
- Suggest and provide information regarding available educational opportunities.
- Proactively seek information on high school curriculum and course work.
- Stay current with UC A-G requirements, school policy and procedure.
- Work with Program Director to ensure high school requirements are being met.
- Design Custom High School Courses according to student need.
- Maintain an accurate online budget for each student-make sure funds are spent according to academic priority—curriculum, tutoring, and then enrichment.

- Communicate school information to the parents/students.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Attend IEP and other required meetings for assigned students.
- Use computer technology, email, the Internet, and other technology.
- Attend mandatory teacher trainings and weekly meetings/mentoring sessions.
- Complete online and other trainings as determined as necessary by the school.
- Proctor state mandated tests and administer any charter required assessments, such as the Scantron assessment.
- Support high school students and parents with high school planning.
- Evaluate student transcripts for graduation/completion purposes.
- May perform other duties commensurate with the functions and level of the position.

Paperwork and Documentation:

The Elite Educator must complete all paperwork and documentation necessary to serve each assigned student. Completed documentation must be submitted by specific due dates as specified by the school. The required documentation includes, but is not limited to, the following:

- Master Agreements and enrollment paperwork
- Attendance Reporting
- Assignment and Work Record (AWR) in School Pathways to document student learning--to be completed within two weeks after attendance has been taken
- Report Cards
- Portfolios(digital)
- Purchase Orders
- Checkout (performed after last day of school)
- High school plans and paperwork
- IEP paperwork
- Additional paperwork as needed

Advice and Support:

The Elite Educator is expected to serve students with varying needs. A broad base of educational knowledge as well as a thorough understanding of educational opportunities available through the school is necessary to support families adequately. This knowledge must include, but is not limited to, familiarity with the following:

- School and Common Core State Standards
- Curricular options to meet the standards
- Learning approaches and teaching philosophies
- School graduation requirements
- School and community in-services available
- Internet resources
- Distance learning
- Field Trips
- High School specific information

The Elite Educator is responsible for answering educational questions posed by their families, performing research, using the Elite Educator manual, and consulting their assigned local lead as needed.

Other Duties

- Proctoring duties as needed during the testing window.
- Plan two field trips per year and create educational materials to support the field trip. This includes but is not limited to worksheets to be completed on the field trip, before or after.
- 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.

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. The employee should be familiar with videochat platforms in order to support students virtually and attend meetings, as applicable.

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 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 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 public and private settings
- Indoor and outdoor in varying temperature

*Homeschool Teacher Job Description
Pending Board Approval*

- Employee must have available transportation and be able to drive up to 100 miles in a day

Employee Acknowledgement:



Employee Signature



Printed Name

7/16/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-LUCERNE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-LUCERNE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: Dana Ware (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-LUCERNE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of 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, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 ("PAGA") which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission ("Administrative Claims") are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute 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. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the "FAA") and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. 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 may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administer) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Dana Ware and Meghan Freeman on behalf of the COMPANY.

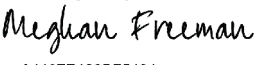
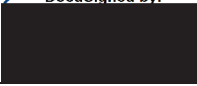

XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:	<div>DocuSigned by:  A4137E406BF5494...</div>	EMPLOYEE:	<div>DocuSigned by: </div>
By:	_____ Meghan Freeman, CEO 7/16/2021	By:	_____  7/16/2021
DATED:	_____	DATED:	_____

Pending Board Approval





AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Mountain Empire

Name: [REDACTED]

in the position of

Title: Homeschool Teacher

July 16, 2021

[REDACTED]

[REDACTED]

[REDACTED] offer you the position of full-time exempt Homeschool Teacher with Elite Academic Academy - Mountain Empire (the "School") commencing August 9, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are 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. They are as follows:

Your job duties are detailed in the job description (attached) and you will report to the Director of Homeschool, or designee.

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.

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. Accordingly, you will be paid a minimum *annual* salary of \$74,000 (or \$6,166.67 *per month*) less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above), 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.

You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, 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 calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter 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. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School 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 CEO of the School.

It is a condition of your employment that you sign our 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.

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on 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 issued to persons unable to prove their presence in the United States is authorized under federal law, 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.

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.

This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

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 working days.

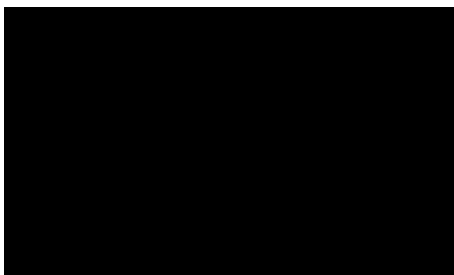
Once again, we are looking forward to you joining the Elite Academic Academy - Mountain Empire team, contributing to the Certificated Teaching Department, and personally growing with the School.

Sincerely,
DocuSigned by:

A4137E406BF5494...
Meghan Freeman
CEO

Date: 7/16/2021

AGREED TO AND ACCEPTED BY:

E


Si Date: 7/18/2021



Homeschool Teacher

Job Description

Position Title:	Homeschool Teacher
Reports To:	Homeschool Director (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187-224 days
Location:	Remote Office

Position Summary: *Elite Educators support students in meeting their educational goals and ensuring they are successful in an independent study environment. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Elite Educators are required to participate in all staff meetings and trainings. Elite Educators are expected to uphold the school's mission and shared values, philosophy, and policies and procedures. Elite Educators must carry and maintain a valid California teaching credential. Elite Educators must meet with K-8 students at least once every 35 days but communicate weekly. High School students will be supported weekly. Elite Educators may have to tutor students/support tutoring opportunities weekly if they are not making sufficient academic progress and an intervention plan is in effect.*

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.
- 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 Human Resources 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.
- Valid California Driver's License.

General Elite Educator Skills:

- Team player.
- Love of learning – a lifelong learner.

*Homeschool Teacher Job Description
Pending Board Approval*

- Ability to transmit passion for learning to students and families.
- Flexibility and accountability.
- 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.
- Computer and technology literacy.
- Willingness to research and become knowledgeable of curriculum and educational resources.
- Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
- Serve the student and parent's needs to the best of his/her ability without allowing his/her own convenience to interfere.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Professional Support:

The Elite Educator's goal is to ensure the academic success of each student on their roster. Elite Educators must meet with assigned students and parents to support the student's academic needs, and to facilitate adequate progress toward the common core state standards. This requires understanding the student/family goals and Elite Educators assist families in the development and execution of the goals. Elite Educators will work with students in all grade levels TK-12. For students in grades 6-12 this includes a knowledge of the high school requirements. Elite Educators will complete all educational and administrative duties, paperwork, and other tasks as needed to achieve this goal. Professional support is not limited to the school calendar days.

Elite Educator Responsibilities:

- Develop an educational plan with each family at the beginning of each learning period.
- Evaluate, update, and document student progress towards the educational plan and Common Core State Standards by examining the entire body of student learning at the monthly Academic Consultation and engaging the student through evaluative discussion and observation.
- Collect work samples each learning period and use those samples to create a record of each students' learning.
- Stay current with school policy and procedure.
- Complete the required paperwork and documentation for each student according to individual deadlines.
- Advise and support parents and students.
- Ensure students' academic needs are met by ordering, researching, and suggesting curriculum.
- Suggest and provide information regarding available educational opportunities.
- Proactively seek information on high school curriculum and course work.
- Stay current with UC A-G requirements, school policy and procedure.
- Work with Program Director to ensure high school requirements are being met.
- Design Custom High School Courses according to student need.
- Maintain an accurate online budget for each student-make sure funds are spent according to academic priority—curriculum, tutoring, and then enrichment.

- Communicate school information to the parents/students.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Attend IEP and other required meetings for assigned students.
- Use computer technology, email, the Internet, and other technology.
- Attend mandatory teacher trainings and weekly meetings/mentoring sessions.
- Complete online and other trainings as determined as necessary by the school.
- Proctor state mandated tests and administer any charter required assessments, such as the Scantron assessment.
- Support high school students and parents with high school planning.
- Evaluate student transcripts for graduation/completion purposes.
- May perform other duties commensurate with the functions and level of the position.

Paperwork and Documentation:

The Elite Educator must complete all paperwork and documentation necessary to serve each assigned student. Completed documentation must be submitted by specific due dates as specified by the school. The required documentation includes, but is not limited to, the following:

- Master Agreements and enrollment paperwork
- Attendance Reporting
- Assignment and Work Record (AWR) in School Pathways to document student learning--to be completed within two weeks after attendance has been taken
- Report Cards
- Portfolios(digital)
- Purchase Orders
- Checkout (performed after last day of school)
- High school plans and paperwork
- IEP paperwork
- Additional paperwork as needed

Advice and Support:

The Elite Educator is expected to serve students with varying needs. A broad base of educational knowledge as well as a thorough understanding of educational opportunities available through the school is necessary to support families adequately. This knowledge must include, but is not limited to, familiarity with the following:

- School and Common Core State Standards
- Curricular options to meet the standards
- Learning approaches and teaching philosophies
- School graduation requirements
- School and community in-services available
- Internet resources
- Distance learning
- Field Trips
- High School specific information

The Elite Educator is responsible for answering educational questions posed by their families, performing research, using the Elite Educator manual, and consulting their assigned local lead as needed.

Other Duties

- Proctoring duties as needed during the testing window.
- Plan two field trips per year and create educational materials to support the field trip. This includes but is not limited to worksheets to be completed on the field trip, before or after.
- 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.

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. The employee should be familiar with videochat platforms in order to support students virtually and attend meetings, as applicable.

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 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 50 pounds.
- Close vision and ability to adjust focus.

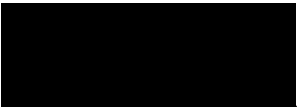
Work Environment:

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 public and private settings
- Indoor and outdoor in varying temperature

- Employee must have available transportation and be able to drive up to 100 miles in a day

Employee Acknowledgement:



Employee Signature



Printed Name

7/18/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: Ayme Pankratz (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of 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, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 ("PAGA") which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission ("Administrative Claims") are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute 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. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the "FAA") and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. 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 may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administer) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Ayme Pankratz and Meghan Freeman on behalf of the COMPANY.

XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:

DocuSigned by:
Meghan Freeman
A4137E406BF5494...

EMPLOYEE:

By: _____

Meghan Freeman, CEO

By: _____

7/16/2021

DATED: _____

7/18/2021

DATED: _____

100



ELITE
—ACADEMIC—
ACADEMY



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Mountain Empire

Name: [REDACTED]

in the position of

Title: Homeschool Teacher

July 16, 2021

[REDACTED]

[REDACTED]

[REDACTED] you the position of full-time exempt Homeschool Teacher with Elite Academic Academy - Mountain Empire (the "School") commencing August 9, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are 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. They are as follows:

Your job duties are detailed in the job description (attached) and you will report to the Director of Homeschool, or designee.

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.

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. Accordingly, you will be paid a minimum *annual* salary of \$74,000 (or \$6,166.67 *per month*) less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above), 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.

You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, 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 calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter 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. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School 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 CEO of the School.

It is a condition of your employment that you sign our 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.

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on 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 issued to persons unable to prove their presence in the United States is authorized under federal law, 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.

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.

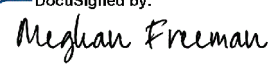
This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

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 working days.

Once again, we are looking forward to you joining the Elite Academic Academy - Mountain Empire team, contributing to the Certificated Teaching Department, and personally growing with the School.

Sincerely,

DocuSigned by:

Me...A4137E406BF5494...
CEO

Date: 7/16/2021

AGREED TO AND ACCEPTED BY:



DocuSigned by:


Date: 7/19/2021



Homeschool Teacher

Job Description

Position Title:	Homeschool Teacher
Reports To:	Homeschool Director (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187-224 days
Location:	Remote Office

Position Summary: *Elite Educators support students in meeting their educational goals and ensuring they are successful in an independent study environment. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Elite Educators are required to participate in all staff meetings and trainings. Elite Educators are expected to uphold the school's mission and shared values, philosophy, and policies and procedures. Elite Educators must carry and maintain a valid California teaching credential. Elite Educators must meet with K-8 students at least once every 35 days but communicate weekly. High School students will be supported weekly. Elite Educators may have to tutor students/support tutoring opportunities weekly if they are not making sufficient academic progress and an intervention plan is in effect.*

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.
- 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 Human Resources 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.
- Valid California Driver's License.

General Elite Educator Skills:

- Team player.
- Love of learning – a lifelong learner.

*Homeschool Teacher Job Description
Pending Board Approval*

- Ability to transmit passion for learning to students and families.
- Flexibility and accountability.
- 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.
- Computer and technology literacy.
- Willingness to research and become knowledgeable of curriculum and educational resources.
- Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
- Serve the student and parent's needs to the best of his/her ability without allowing his/her own convenience to interfere.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Professional Support:

The Elite Educator's goal is to ensure the academic success of each student on their roster. Elite Educators must meet with assigned students and parents to support the student's academic needs, and to facilitate adequate progress toward the common core state standards. This requires understanding the student/family goals and Elite Educators assist families in the development and execution of the goals. Elite Educators will work with students in all grade levels TK-12. For students in grades 6-12 this includes a knowledge of the high school requirements. Elite Educators will complete all educational and administrative duties, paperwork, and other tasks as needed to achieve this goal. Professional support is not limited to the school calendar days.

Elite Educator Responsibilities:

- Develop an educational plan with each family at the beginning of each learning period.
- Evaluate, update, and document student progress towards the educational plan and Common Core State Standards by examining the entire body of student learning at the monthly Academic Consultation and engaging the student through evaluative discussion and observation.
- Collect work samples each learning period and use those samples to create a record of each students' learning.
- Stay current with school policy and procedure.
- Complete the required paperwork and documentation for each student according to individual deadlines.
- Advise and support parents and students.
- Ensure students' academic needs are met by ordering, researching, and suggesting curriculum.
- Suggest and provide information regarding available educational opportunities.
- Proactively seek information on high school curriculum and course work.
- Stay current with UC A-G requirements, school policy and procedure.
- Work with Program Director to ensure high school requirements are being met.
- Design Custom High School Courses according to student need.
- Maintain an accurate online budget for each student-make sure funds are spent according to academic priority—curriculum, tutoring, and then enrichment.

- Communicate school information to the parents/students.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Attend IEP and other required meetings for assigned students.
- Use computer technology, email, the Internet, and other technology.
- Attend mandatory teacher trainings and weekly meetings/mentoring sessions.
- Complete online and other trainings as determined as necessary by the school.
- Proctor state mandated tests and administer any charter required assessments, such as the Scantron assessment.
- Support high school students and parents with high school planning.
- Evaluate student transcripts for graduation/completion purposes.
- May perform other duties commensurate with the functions and level of the position.

Paperwork and Documentation:

The Elite Educator must complete all paperwork and documentation necessary to serve each assigned student. Completed documentation must be submitted by specific due dates as specified by the school. The required documentation includes, but is not limited to, the following:

- Master Agreements and enrollment paperwork
- Attendance Reporting
- Assignment and Work Record (AWR) in School Pathways to document student learning--to be completed within two weeks after attendance has been taken
- Report Cards
- Portfolios(digital)
- Purchase Orders
- Checkout (performed after last day of school)
- High school plans and paperwork
- IEP paperwork
- Additional paperwork as needed

Advice and Support:

The Elite Educator is expected to serve students with varying needs. A broad base of educational knowledge as well as a thorough understanding of educational opportunities available through the school is necessary to support families adequately. This knowledge must include, but is not limited to, familiarity with the following:

- School and Common Core State Standards
- Curricular options to meet the standards
- Learning approaches and teaching philosophies
- School graduation requirements
- School and community in-services available
- Internet resources
- Distance learning
- Field Trips
- High School specific information

The Elite Educator is responsible for answering educational questions posed by their families, performing research, using the Elite Educator manual, and consulting their assigned local lead as needed.

Other Duties

- Proctoring duties as needed during the testing window.
- Plan two field trips per year and create educational materials to support the field trip. This includes but is not limited to worksheets to be completed on the field trip, before or after.
- 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.

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. The employee should be familiar with videochat platforms in order to support students virtually and attend meetings, as applicable.

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 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 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 public and private settings
- Indoor and outdoor in varying temperature

*Homeschool Teacher Job Description
Pending Board Approval*

- Employee must have available transportation and be able to drive up to 100 miles in a day

[Redacted Signature]

DocuSigned by:
[Redacted Signature]

[Redacted Signature]

Employee Signature

[Redacted Printed Name]

Printed Name

7/19/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: Jenny Chambers (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of 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, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 ("PAGA") which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission ("Administrative Claims") are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute 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. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the "FAA") and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. 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 may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administer) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Jenny Chambers and Meghan Freeman on behalf of the COMPANY.

XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

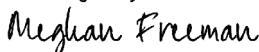
EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:

DocuSigned by:



By:

A4137E406BF5494...

Meghan Freeman, CEO

EMPLOYEE:

DocuSigned by:



By:

A4137E406BF5494...

DATED:

7/16/2021

DATED:

7/19/2021

Pending Board Approval



ELITE
—ACADEMIC—
ACADEMY



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Mountain Empire

Name: [REDACTED]

in the position of

Title: Homeschool Teacher

July 21, 2021



We are pleased to offer you the position of full-time exempt Homeschool Teacher with Elite Academic Academy - Mountain Empire (the "School") commencing August 9, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are 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. They are as follows:

Your job duties are detailed in the job description (attached) and you will report to the Director of Homeschool, or designee.

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.

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. Accordingly, you will be paid a minimum *annual* salary of \$74,000 (or \$6,166.67 *per month*) less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above), 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.

You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, 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 calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter 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. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School 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 CEO of the School.

It is a condition of your employment that you sign our 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.

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on 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 issued to persons unable to prove their presence in the United States is authorized under federal law, 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.

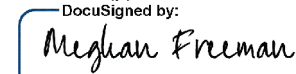
You affirm that you are not a party to any agreement(s) such as a non-competition agreement that would prohibit you from employment with us.

This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

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.

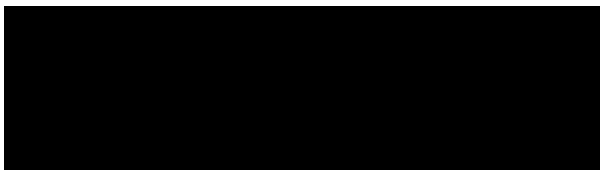
If these terms are acceptable to you, please sign one copy of this offer letter and return it at your earliest convenience. This offer will remain open for 5 working days.

Once again, we are looking forward to you joining the Elite Academic Academy - Mountain Empire team, contributing to the Certificated Teaching Department, and personally growing with the School.

Sincerely,
DocuSigned by:

A4137E406BF5494...
CEO

7/21/2021
Date: _____

AGREED TO AND ACCEPTED BY:



7/21/2021
Date: _____



Homeschool Teacher

Job Description

Position Title:	Homeschool Teacher
Reports To:	Homeschool Director (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187-224 days
Location:	Remote Office

Position Summary: *Elite Educators support students in meeting their educational goals and ensuring they are successful in an independent study environment. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Elite Educators are required to participate in all staff meetings and trainings. Elite Educators are expected to uphold the school's mission and shared values, philosophy, and policies and procedures. Elite Educators must carry and maintain a valid California teaching credential. Elite Educators must meet with K-8 students at least once every 35 days but communicate weekly. High School students will be supported weekly. Elite Educators may have to tutor students/support tutoring opportunities weekly if they are not making sufficient academic progress and an intervention plan is in effect.*

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.
- 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 Human Resources 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.
- Valid California Driver's License.

General Elite Educator Skills:

- Team player.
- Love of learning – a lifelong learner.

*Homeschool Teacher Job Description
Pending Board Approval*

- Ability to transmit passion for learning to students and families.
- Flexibility and accountability.
- 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.
- Computer and technology literacy.
- Willingness to research and become knowledgeable of curriculum and educational resources.
- Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
- Serve the student and parent's needs to the best of his/her ability without allowing his/her own convenience to interfere.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Professional Support:

The Elite Educator's goal is to ensure the academic success of each student on their roster. Elite Educators must meet with assigned students and parents to support the student's academic needs, and to facilitate adequate progress toward the common core state standards. This requires understanding the student/family goals and Elite Educators assist families in the development and execution of the goals. Elite Educators will work with students in all grade levels TK-12. For students in grades 6-12 this includes a knowledge of the high school requirements. Elite Educators will complete all educational and administrative duties, paperwork, and other tasks as needed to achieve this goal. Professional support is not limited to the school calendar days.

Elite Educator Responsibilities:

- Develop an educational plan with each family at the beginning of each learning period.
- Evaluate, update, and document student progress towards the educational plan and Common Core State Standards by examining the entire body of student learning at the monthly Academic Consultation and engaging the student through evaluative discussion and observation.
- Collect work samples each learning period and use those samples to create a record of each students' learning.
- Stay current with school policy and procedure.
- Complete the required paperwork and documentation for each student according to individual deadlines.
- Advise and support parents and students.
- Ensure students' academic needs are met by ordering, researching, and suggesting curriculum.
- Suggest and provide information regarding available educational opportunities.
- Proactively seek information on high school curriculum and course work.
- Stay current with UC A-G requirements, school policy and procedure.
- Work with Program Director to ensure high school requirements are being met.
- Design Custom High School Courses according to student need.
- Maintain an accurate online budget for each student-make sure funds are spent according to academic priority—curriculum, tutoring, and then enrichment.

- Communicate school information to the parents/students.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Attend IEP and other required meetings for assigned students.
- Use computer technology, email, the Internet, and other technology.
- Attend mandatory teacher trainings and weekly meetings/mentoring sessions.
- Complete online and other trainings as determined as necessary by the school.
- Proctor state mandated tests and administer any charter required assessments, such as the Scantron assessment.
- Support high school students and parents with high school planning.
- Evaluate student transcripts for graduation/completion purposes.
- May perform other duties commensurate with the functions and level of the position.

Paperwork and Documentation:

The Elite Educator must complete all paperwork and documentation necessary to serve each assigned student. Completed documentation must be submitted by specific due dates as specified by the school. The required documentation includes, but is not limited to, the following:

- Master Agreements and enrollment paperwork
- Attendance Reporting
- Assignment and Work Record (AWR) in School Pathways to document student learning--to be completed within two weeks after attendance has been taken
- Report Cards
- Portfolios(digital)
- Purchase Orders
- Checkout (performed after last day of school)
- High school plans and paperwork
- IEP paperwork
- Additional paperwork as needed

Advice and Support:

The Elite Educator is expected to serve students with varying needs. A broad base of educational knowledge as well as a thorough understanding of educational opportunities available through the school is necessary to support families adequately. This knowledge must include, but is not limited to, familiarity with the following:

- School and Common Core State Standards
- Curricular options to meet the standards
- Learning approaches and teaching philosophies
- School graduation requirements
- School and community in-services available
- Internet resources
- Distance learning
- Field Trips
- High School specific information

The Elite Educator is responsible for answering educational questions posed by their families, performing research, using the Elite Educator manual, and consulting their assigned local lead as needed.

Other Duties

- Proctoring duties as needed during the testing window.
- Plan two field trips per year and create educational materials to support the field trip. This includes but is not limited to worksheets to be completed on the field trip, before or after.
- 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.

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. The employee should be familiar with videochat platforms in order to support students virtually and attend meetings, as applicable.

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 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 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 public and private settings
- Indoor and outdoor in varying temperature

*Homeschool Teacher Job Description
Pending Board Approval*

- Employee must have available transportation and be able to drive up to 100 miles in a day

Employee Acknowledgement:

[Redacted Signature]

Employee Signature

[Redacted Name]

Printed Name

7/21/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: Danielle Osmond (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of 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, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 ("PAGA") which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission ("Administrative Claims") are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute 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. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the "FAA") and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. 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 may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administer) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Danielle Osmond and Meghan Freeman on behalf of the COMPANY.

XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

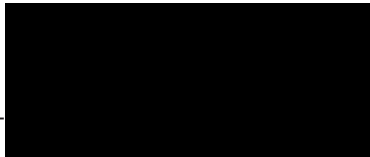
Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:

DocuSigned by:
Meghan Freeman
A4137E406BF5494...

EMPLOYEE:



By:

Meghan Freeman, CEO

By:

7/21/2021

7/21/2021

DATED:

DATED:

Pending Board Approval





AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Mountain Empire

Name: [REDACTED]

in the position of

Title: Homeschool Teacher

July 20, 2021

[REDACTED]

[REDACTED]

[REDACTED] you the position of full-time exempt Homeschool Teacher with Elite Academic Academy - Mountain Empire (the "School") commencing August 9, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are 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. They are as follows:

Your job duties are detailed in the job description (attached) and you will report to the Director of Homeschool, or designee.

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.

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. Accordingly, you will be paid a minimum *annual* salary of \$74,000 (or \$6,166.67 *per month*) less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above), 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.

You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, 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 calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter 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. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School 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 CEO of the School.

It is a condition of your employment that you sign our 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.

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on 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 issued to persons unable to prove their presence in the United States is authorized under federal law, 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.

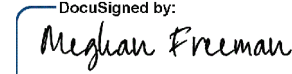
You affirm that you are not a party to any agreement(s) such as a non-competition agreement that would prohibit you from employment with us.

This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

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.

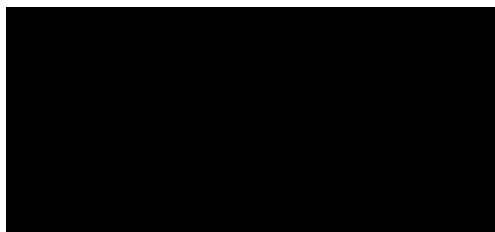
If these terms are acceptable to you, please sign one copy of this offer letter and return it at your earliest convenience. This offer will remain open for 5 working days.

Once again, we are looking forward to you joining the Elite Academic Academy - Mountain Empire team, contributing to the Certificated Teaching Department, and personally growing with the School.

Sincerely,
DocuSigned by:

A4137E406BF5494...
Meghan Freeman
CEO

Date: 7/21/2021

AGREED TO AND ACCEPTED BY:



Date: 7/21/2021



Homeschool Teacher

Job Description

Position Title:	Homeschool Teacher
Reports To:	Homeschool Director (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187-224 days
Location:	Remote Office

Position Summary: *Elite Educators support students in meeting their educational goals and ensuring they are successful in an independent study environment. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Elite Educators are required to participate in all staff meetings and trainings. Elite Educators are expected to uphold the school's mission and shared values, philosophy, and policies and procedures. Elite Educators must carry and maintain a valid California teaching credential. Elite Educators must meet with K-8 students at least once every 35 days but communicate weekly. High School students will be supported weekly. Elite Educators may have to tutor students/support tutoring opportunities weekly if they are not making sufficient academic progress and an intervention plan is in effect.*

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.
- 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 Human Resources 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.
- Valid California Driver's License.

General Elite Educator Skills:

- Team player.
- Love of learning – a lifelong learner.

*Homeschool Teacher Job Description
Pending Board Approval*

- Ability to transmit passion for learning to students and families.
- Flexibility and accountability.
- 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.
- Computer and technology literacy.
- Willingness to research and become knowledgeable of curriculum and educational resources.
- Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
- Serve the student and parent's needs to the best of his/her ability without allowing his/her own convenience to interfere.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Professional Support:

The Elite Educator's goal is to ensure the academic success of each student on their roster. Elite Educators must meet with assigned students and parents to support the student's academic needs, and to facilitate adequate progress toward the common core state standards. This requires understanding the student/family goals and Elite Educators assist families in the development and execution of the goals. Elite Educators will work with students in all grade levels TK-12. For students in grades 6-12 this includes a knowledge of the high school requirements. Elite Educators will complete all educational and administrative duties, paperwork, and other tasks as needed to achieve this goal. Professional support is not limited to the school calendar days.

Elite Educator Responsibilities:

- Develop an educational plan with each family at the beginning of each learning period.
- Evaluate, update, and document student progress towards the educational plan and Common Core State Standards by examining the entire body of student learning at the monthly Academic Consultation and engaging the student through evaluative discussion and observation.
- Collect work samples each learning period and use those samples to create a record of each students' learning.
- Stay current with school policy and procedure.
- Complete the required paperwork and documentation for each student according to individual deadlines.
- Advise and support parents and students.
- Ensure students' academic needs are met by ordering, researching, and suggesting curriculum.
- Suggest and provide information regarding available educational opportunities.
- Proactively seek information on high school curriculum and course work.
- Stay current with UC A-G requirements, school policy and procedure.
- Work with Program Director to ensure high school requirements are being met.
- Design Custom High School Courses according to student need.
- Maintain an accurate online budget for each student-make sure funds are spent according to academic priority—curriculum, tutoring, and then enrichment.

- Communicate school information to the parents/students.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Attend IEP and other required meetings for assigned students.
- Use computer technology, email, the Internet, and other technology.
- Attend mandatory teacher trainings and weekly meetings/mentoring sessions.
- Complete online and other trainings as determined as necessary by the school.
- Proctor state mandated tests and administer any charter required assessments, such as the Scantron assessment.
- Support high school students and parents with high school planning.
- Evaluate student transcripts for graduation/completion purposes.
- May perform other duties commensurate with the functions and level of the position.

Paperwork and Documentation:

The Elite Educator must complete all paperwork and documentation necessary to serve each assigned student. Completed documentation must be submitted by specific due dates as specified by the school. The required documentation includes, but is not limited to, the following:

- Master Agreements and enrollment paperwork
- Attendance Reporting
- Assignment and Work Record (AWR) in School Pathways to document student learning--to be completed within two weeks after attendance has been taken
- Report Cards
- Portfolios(digital)
- Purchase Orders
- Checkout (performed after last day of school)
- High school plans and paperwork
- IEP paperwork
- Additional paperwork as needed

Advice and Support:

The Elite Educator is expected to serve students with varying needs. A broad base of educational knowledge as well as a thorough understanding of educational opportunities available through the school is necessary to support families adequately. This knowledge must include, but is not limited to, familiarity with the following:

- School and Common Core State Standards
- Curricular options to meet the standards
- Learning approaches and teaching philosophies
- School graduation requirements
- School and community in-services available
- Internet resources
- Distance learning
- Field Trips
- High School specific information

The Elite Educator is responsible for answering educational questions posed by their families, performing research, using the Elite Educator manual, and consulting their assigned local lead as needed.

Other Duties

- Proctoring duties as needed during the testing window.
- Plan two field trips per year and create educational materials to support the field trip. This includes but is not limited to worksheets to be completed on the field trip, before or after.
- 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.

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. The employee should be familiar with videochat platforms in order to support students virtually and attend meetings, as applicable.

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 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 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 public and private settings
- Indoor and outdoor in varying temperature

*Homeschool Teacher Job Description
Pending Board Approval*

- Employee must have available transportation and be able to drive up to 100 miles in a day

Employee Acknowledgement:

[Redacted Signature]

Employee Signature

[Redacted Name]

Printed Name

7/21/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: Chelsie Wright (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of 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, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 ("PAGA") which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission ("Administrative Claims") are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute 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. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the "FAA") and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. 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 may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administer) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Chelsie Wright and Meghan Freeman on behalf of the COMPANY.

XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

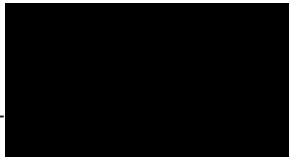
Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:

DocuSigned by:
Meghan Freeman
A4137E406BF5494...

EMPLOYEE:



By: _____

Meghan Freeman, CEO

By: _____

DATED: 7/21/2021

DATED: 7/21/2021

Pending Board Approval





AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Mountain Empire

Name: [REDACTED]

in the position of

Title: Teacher on Special Assignment (TOSA)

July 20, 2021



We are pleased to offer you the position of full-time exempt Teacher on Special Assignment (TOSA) with Elite Academic Academy - Mountain Empire (the "School") commencing August 9, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are 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. They are as follows:

Your job duties are detailed in the job description (attached) and you will report to the Director of Homeschool, or designee.

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.

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. Accordingly, you will be paid a minimum *annual* salary of \$74,000 (or \$6,166.67 *per month*) less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above), 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.

You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, 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 calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter 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. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School 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 CEO of the School.

It is a condition of your employment that you sign our 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.

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on 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 issued to persons unable to prove their presence in the United States is authorized under federal law, 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.

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.

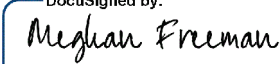
This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

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 working days.

Once again, we are looking forward to you joining the Elite Academic Academy - Mountain Empire team, contributing to the Certificated Teaching Department, and personally growing with the School.

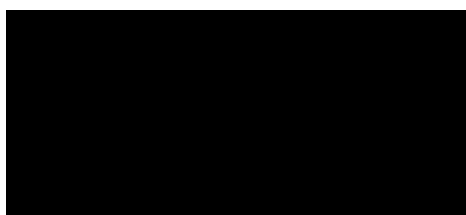
Sincerely,

DocuSigned by:

Mc...A4137E406BF5494...
CEO

7/21/2021

Date: _____

AGREED TO AND ACCEPTED BY:



7/23/2021

Date: _____



Teacher on Special Assignment (TOSA)

Job Description

Position Title:	Teacher on Special Assignment (TOSA)
Reports To:	Chief Executive Officer, or designee
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187-225 days
Location:	Remote

Position Summary: *Elite Educators support students in meeting their educational goals and ensuring they are successful in an independent study environment. The TOSA supports the needs of new and veteran teachers of Elite Academic Academy in the independent study environment, including but not limited to: personalizing the needs of teachers within each unique academy within Elite. The TOSA will meet with teachers, Elite Leaders, and directors, and help further promote teacher success, training, engagement with students, and overall success in the independent study public charter school world. TOSAs are required to participate in all staff meetings and trainings, and are expected to uphold the school's mission and shared values, philosophy, and policies and procedures. TOSAs must carry and maintain a valid California teaching credential.*

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.
- 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 Human Resources 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.
- Valid California Driver's License.

*Teacher on Special Assignment (TOSA) 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 accountability.
- 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.
- Computer and technology literacy.
- Willingness to research and become knowledgeable of curriculum and educational resources.
- Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
- Serve the student and parent's needs to the best of his/her ability without allowing his/her own convenience to interfere.

ESSENTIAL DUTIES AND RESPONSIBILITIES**Professional Support:**

The TOSA's goal is to ensure the academic success of each student assigned to them or on their roster. TOSAs must meet with assigned students and parents to support the student's academic needs, and to facilitate adequate progress toward the common core state standards. This requires understanding the student/family goals and TOSAs assist families in the development and execution of the goals. TOSAs will complete all educational and administrative duties, paperwork, and other tasks as needed to achieve this goal. Professional support is not limited to the school calendar days.

Responsibilities:

- Develop an educational plan with each family at the beginning of each learning period.
- Evaluate, update, and document student progress towards the educational plan and Common Core State Standards by examining the entire body of student learning at the monthly Academic Consultation and engaging the student through evaluative discussion and observation.
- Collect assessment data and work samples each learning period and use those samples to create a record of each students' learning.
- Stay current with school policy and procedure.
- Complete the required paperwork and documentation for each student according to individual deadlines.
- Advise and support parents and students.
- Ensure students' academic needs are met by ordering, researching, and suggesting curriculum.
- Provide tutoring as needed
- Monitor in-house tutoring, make tutoring referrals and/or work with the student/family to ensure tutoring is requested and assigned as needed.

*Teacher on Special Assignment (TOSA) Job Description
Pending Board Approval*

- Suggest and provide information regarding available educational opportunities.
- Proactively seek information on high school curriculum and course work.
- Stay current with UC a-g requirements, school policy and procedure.
- Work with Program Director to ensure high school requirements are being met.
- Maintain an accurate online budget for each student-make sure funds are spent according to academic priority—curriculum, tutoring, and then enrichment.
- Communicate school information to the parents/students.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Attend IEP and other required meetings for assigned students.
- Use computer technology, email, the Internet, and other technology.
- Attend mandatory teacher trainings and weekly meetings/mentoring sessions.
- Complete online and other trainings as determined as necessary by the school.
- Proctor state mandated tests and administer any charter required assessments, such as the i-Ready assessment.
- Support high school students and parents with high school planning.
- Evaluate student transcripts for graduation/completion purposes.
- May perform other duties commensurate with the functions and level of the position.
- Order materials and supplies for students through the OPS purchasing system

Paperwork and Documentation:

The TOSA must complete all paperwork and documentation necessary to serve each assigned student. Completed documentation must be submitted by specific due dates as specified by the school. The required documentation includes, but is not limited to, the following:

- Master Agreements and enrollment paperwork
- Attendance Reporting
- Assignment and Work Record (AWR) in School Pathways to document student learning-- to be completed within two weeks after attendance has been taken
- Report Cards
- Portfolios(digital)
- Purchase Orders
- Checkout (performed after last day of school)
- High school plans and paperwork
- IEP paperwork
- Additional paperwork as needed

Advice and Support:

The TOSA is expected to serve students with varying needs. A broad base of educational knowledge as well as a thorough understanding of educational opportunities available through the school is necessary to support families adequately. This knowledge must include, but is not limited to, familiarity with the following:

- School and Common Core State Standards
- Curricular options to meet the standards
- Learning approaches and teaching philosophies
- School graduation requirements
- School and community in-services available
- Internet resources
- Distance learning
- Field Trips
- High School specific information

The TOSA is responsible for answering educational questions posed by their families, performing research, using the Elite Educator manual, and consulting their assigned local lead as needed.

Other Duties

- Proctoring duties as needed during the testing window.
- State educational compliance for students including attendance & Learning Logs, work sample collections, evaluating student work, Assignment and Work Records, and Report Cards.
- 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.

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 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 50 pounds.

*Teacher on Special Assignment (TOSA) Job Description
Pending Board Approval*

- 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 public and private settings
- Indoor and outdoor in varying temperature
- Employee must have available transportation and be able to drive up to 100 miles in a day

Employee Acknowledgement:


Employee Signature


Printed Name

7/23/2021
Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: Paige Emm (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of 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, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 ("PAGA") which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission ("Administrative Claims") are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute 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. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the "FAA") and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. 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 may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administer) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Paige Emm and Meghan Freeman on behalf of the COMPANY.

XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:

DocuSigned by:

Meghan Freeman

A4137E406BF5494...

Meghan Freeman, CEO

By:

7/21/2021

DATED:

EMPLOYEE:

By:

7/23/2021

DATED:

7/23/2021





AT-WILL EMPLOYMENT AGREEMENT

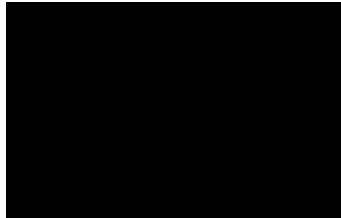
Between Elite Academic Academy Charter - Mountain Empire

Name: [REDACTED]

in the position of

Title: Homeschool Teacher

July 23, 2021



We are pleased to offer you the position of full-time exempt Homeschool Teacher with Elite Academic Academy - Mountain Empire (the "School") commencing August 9, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are 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. They are as follows:

Your job duties are detailed in the job description (attached) and you will report to the Director of Homeschool, or designee.

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.

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. Accordingly, you will be paid a minimum *annual* salary of \$74,000 (or \$6,166.67 *per month*) less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above), 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.

You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, 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 calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter 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. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School 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 CEO of the School.

It is a condition of your employment that you sign our 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.

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on 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 issued to persons unable to prove their presence in the United States is authorized under federal law, 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.

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.

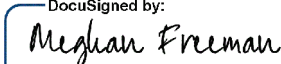
This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

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 working days.

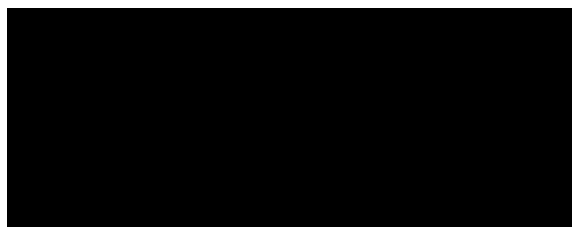
Once again, we are looking forward to you joining the Elite Academic Academy - Mountain Empire team, contributing to the Certificated Teaching Department, and personally growing with the School.

Sincerely,

DocuSigned by:

Meg A4137E406BF5494...
Meg
CEO

7/23/2021
Date: _____

AGREED TO AND ACCEPTED BY:



7/25/2021
Date: _____



Homeschool Teacher
Job Description

Position Title:	Homeschool Teacher
Reports To:	Homeschool Director (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187-224 days
Location:	Remote Office

Position Summary: *Elite Educators support students in meeting their educational goals and ensuring they are successful in an independent study environment. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Elite Educators are required to participate in all staff meetings and trainings. Elite Educators are expected to uphold the school's mission and shared values, philosophy, and policies and procedures. Elite Educators must carry and maintain a valid California teaching credential. Elite Educators must meet with K-8 students at least once every 35 days but communicate weekly. High School students will be supported weekly. Elite Educators may have to tutor students/support tutoring opportunities weekly if they are not making sufficient academic progress and an intervention plan is in effect.*

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.
- 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 Human Resources 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.
- Valid California Driver’s License.

General Elite Educator Skills:

- Team player.
- Love of learning – a lifelong learner.

*Homeschool Teacher Job Description
Pending Board Approval*

- Ability to transmit passion for learning to students and families.
- Flexibility and accountability.
- 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.
- Computer and technology literacy.
- Willingness to research and become knowledgeable of curriculum and educational resources.
- Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
- Serve the student and parent's needs to the best of his/her ability without allowing his/her own convenience to interfere.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Professional Support:

The Elite Educator's goal is to ensure the academic success of each student on their roster. Elite Educators must meet with assigned students and parents to support the student's academic needs, and to facilitate adequate progress toward the common core state standards. This requires understanding the student/family goals and Elite Educators assist families in the development and execution of the goals. Elite Educators will work with students in all grade levels TK-12. For students in grades 6-12 this includes a knowledge of the high school requirements. Elite Educators will complete all educational and administrative duties, paperwork, and other tasks as needed to achieve this goal. Professional support is not limited to the school calendar days.

Elite Educator Responsibilities:

- Develop an educational plan with each family at the beginning of each learning period.
- Evaluate, update, and document student progress towards the educational plan and Common Core State Standards by examining the entire body of student learning at the monthly Academic Consultation and engaging the student through evaluative discussion and observation.
- Collect work samples each learning period and use those samples to create a record of each students' learning.
- Stay current with school policy and procedure.
- Complete the required paperwork and documentation for each student according to individual deadlines.
- Advise and support parents and students.
- Ensure students' academic needs are met by ordering, researching, and suggesting curriculum.
- Suggest and provide information regarding available educational opportunities.
- Proactively seek information on high school curriculum and course work.
- Stay current with UC A-G requirements, school policy and procedure.
- Work with Program Director to ensure high school requirements are being met.
- Design Custom High School Courses according to student need.
- Maintain an accurate online budget for each student-make sure funds are spent according to academic priority—curriculum, tutoring, and then enrichment.

- Communicate school information to the parents/students.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Attend IEP and other required meetings for assigned students.
- Use computer technology, email, the Internet, and other technology.
- Attend mandatory teacher trainings and weekly meetings/mentoring sessions.
- Complete online and other trainings as determined as necessary by the school.
- Proctor state mandated tests and administer any charter required assessments, such as the Scantron assessment.
- Support high school students and parents with high school planning.
- Evaluate student transcripts for graduation/completion purposes.
- May perform other duties commensurate with the functions and level of the position.

Paperwork and Documentation:

The Elite Educator must complete all paperwork and documentation necessary to serve each assigned student. Completed documentation must be submitted by specific due dates as specified by the school. The required documentation includes, but is not limited to, the following:

- Master Agreements and enrollment paperwork
- Attendance Reporting
- Assignment and Work Record (AWR) in School Pathways to document student learning--to be completed within two weeks after attendance has been taken
- Report Cards
- Portfolios(digital)
- Purchase Orders
- Checkout (performed after last day of school)
- High school plans and paperwork
- IEP paperwork
- Additional paperwork as needed

Advice and Support:

The Elite Educator is expected to serve students with varying needs. A broad base of educational knowledge as well as a thorough understanding of educational opportunities available through the school is necessary to support families adequately. This knowledge must include, but is not limited to, familiarity with the following:

- School and Common Core State Standards
- Curricular options to meet the standards
- Learning approaches and teaching philosophies
- School graduation requirements
- School and community in-services available
- Internet resources
- Distance learning
- Field Trips
- High School specific information

The Elite Educator is responsible for answering educational questions posed by their families, performing research, using the Elite Educator manual, and consulting their assigned local lead as needed.

Other Duties

- Proctoring duties as needed during the testing window.
- Plan two field trips per year and create educational materials to support the field trip. This includes but is not limited to worksheets to be completed on the field trip, before or after.
- 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.

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. The employee should be familiar with videochat platforms in order to support students virtually and attend meetings, as applicable.

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 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 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 public and private settings
- Indoor and outdoor in varying temperature

*Homeschool Teacher Job Description
Pending Board Approval*

- Employee must have available transportation and be able to drive up to 100 miles in a day

Employee Acknowledgement:

<div>DocuSigned by:  E3FBF55A52B744F...</div>	N [REDACTED]	7/25/2021
Employee Signature	Printed Name	Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: Natasha Tsalyuk (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of 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, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 ("PAGA") which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission ("Administrative Claims") are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute 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. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the "FAA") and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. 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 may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administer) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Natasha Tsalyuk and Meghan Freeman on behalf of the COMPANY.

XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

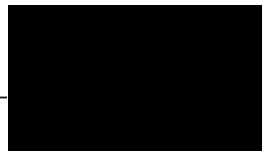
COMPANY:

EMPLOYEE:

By:

DocuSigned by:
Meghan Freeman
A4137E406BF5494...
Meghan Freeman, CEO

By:



DATED:

7/23/2021

DATED:

7/25/2021

7/25/2021

Board Approved 05/06/2021



AT-WILL EMPLOYMENT AGREEMENT

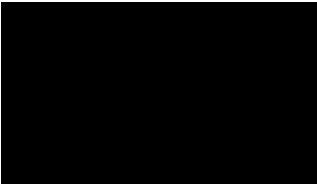
Between Elite Academic Academy Charter - Mountain Empire

Name: [REDACTED]

in the position of

Title: Homeschool Teacher

July 27, 2021



We are pleased to offer you the position of full-time exempt Homeschool Teacher with Elite Academic Academy - Mountain Empire (the "School") commencing August 9, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are 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. They are as follows:

Your job duties are detailed in the job description (attached) and you will report to the Director of Homeschool, or designee.

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.

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. Accordingly, you will be paid a minimum *annual* salary of \$74,000 (or \$6,166.67 *per month*) less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above), 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.

You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, 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 calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter 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. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School 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 CEO of the School.

It is a condition of your employment that you sign our 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.

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on 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 issued to persons unable to prove their presence in the United States is authorized under federal law, 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.

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.

This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

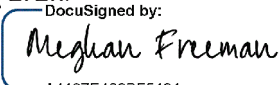
On your first day of work you will be required to complete the INS form I-9. Please bring appropriate identification that shows your eligibility to work in the United States.

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 working days.

Once again, we are looking forward to you joining the Elite Academic Academy - Mountain Empire team, contributing to the Certificated Teaching Department, and personally growing with the School.

Sincerely,

DocuSigned by:



A4137E406BF5494...

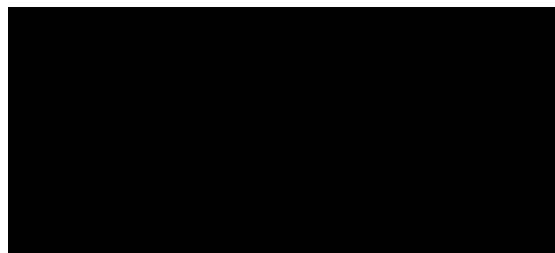
Meghan Freeman

CEO

7/27/2021

Date: _____

AGREED TO AND ACCEPTED BY:



7/27/2021

Date: _____



Homeschool Teacher

Job Description

Position Title:	Homeschool Teacher
Reports To:	Homeschool Director (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187-224 days
Location:	Remote Office

Position Summary: *Elite Educators support students in meeting their educational goals and ensuring they are successful in an independent study environment. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Elite Educators are required to participate in all staff meetings and trainings. Elite Educators are expected to uphold the school's mission and shared values, philosophy, and policies and procedures. Elite Educators must carry and maintain a valid California teaching credential. Elite Educators must meet with K-8 students at least once every 35 days but communicate weekly. High School students will be supported weekly. Elite Educators may have to tutor students/support tutoring opportunities weekly if they are not making sufficient academic progress and an intervention plan is in effect.*

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.
- 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 Human Resources 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.
- Valid California Driver's License.

General Elite Educator Skills:

- Team player.
- Love of learning – a lifelong learner.

*Homeschool Teacher Job Description
Pending Board Approval*

- Ability to transmit passion for learning to students and families.
- Flexibility and accountability.
- 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.
- Computer and technology literacy.
- Willingness to research and become knowledgeable of curriculum and educational resources.
- Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
- Serve the student and parent's needs to the best of his/her ability without allowing his/her own convenience to interfere.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Professional Support:

The Elite Educator's goal is to ensure the academic success of each student on their roster. Elite Educators must meet with assigned students and parents to support the student's academic needs, and to facilitate adequate progress toward the common core state standards. This requires understanding the student/family goals and Elite Educators assist families in the development and execution of the goals. Elite Educators will work with students in all grade levels TK-12. For students in grades 6-12 this includes a knowledge of the high school requirements. Elite Educators will complete all educational and administrative duties, paperwork, and other tasks as needed to achieve this goal. Professional support is not limited to the school calendar days.

Elite Educator Responsibilities:

- Develop an educational plan with each family at the beginning of each learning period.
- Evaluate, update, and document student progress towards the educational plan and Common Core State Standards by examining the entire body of student learning at the monthly Academic Consultation and engaging the student through evaluative discussion and observation.
- Collect work samples each learning period and use those samples to create a record of each students' learning.
- Stay current with school policy and procedure.
- Complete the required paperwork and documentation for each student according to individual deadlines.
- Advise and support parents and students.
- Ensure students' academic needs are met by ordering, researching, and suggesting curriculum.
- Suggest and provide information regarding available educational opportunities.
- Proactively seek information on high school curriculum and course work.
- Stay current with UC A-G requirements, school policy and procedure.
- Work with Program Director to ensure high school requirements are being met.
- Design Custom High School Courses according to student need.
- Maintain an accurate online budget for each student-make sure funds are spent according to academic priority—curriculum, tutoring, and then enrichment.

- Communicate school information to the parents/students.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Attend IEP and other required meetings for assigned students.
- Use computer technology, email, the Internet, and other technology.
- Attend mandatory teacher trainings and weekly meetings/mentoring sessions.
- Complete online and other trainings as determined as necessary by the school.
- Proctor state mandated tests and administer any charter required assessments, such as the Scantron assessment.
- Support high school students and parents with high school planning.
- Evaluate student transcripts for graduation/completion purposes.
- May perform other duties commensurate with the functions and level of the position.

Paperwork and Documentation:

The Elite Educator must complete all paperwork and documentation necessary to serve each assigned student. Completed documentation must be submitted by specific due dates as specified by the school. The required documentation includes, but is not limited to, the following:

- Master Agreements and enrollment paperwork
- Attendance Reporting
- Assignment and Work Record (AWR) in School Pathways to document student learning--to be completed within two weeks after attendance has been taken
- Report Cards
- Portfolios(digital)
- Purchase Orders
- Checkout (performed after last day of school)
- High school plans and paperwork
- IEP paperwork
- Additional paperwork as needed

Advice and Support:

The Elite Educator is expected to serve students with varying needs. A broad base of educational knowledge as well as a thorough understanding of educational opportunities available through the school is necessary to support families adequately. This knowledge must include, but is not limited to, familiarity with the following:

- School and Common Core State Standards
- Curricular options to meet the standards
- Learning approaches and teaching philosophies
- School graduation requirements
- School and community in-services available
- Internet resources
- Distance learning
- Field Trips
- High School specific information

The Elite Educator is responsible for answering educational questions posed by their families, performing research, using the Elite Educator manual, and consulting their assigned local lead as needed.

Other Duties

- Proctoring duties as needed during the testing window.
- Plan two field trips per year and create educational materials to support the field trip. This includes but is not limited to worksheets to be completed on the field trip, before or after.
- 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.

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. The employee should be familiar with videochat platforms in order to support students virtually and attend meetings, as applicable.

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 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 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 public and private settings
- Indoor and outdoor in varying temperature

*Homeschool Teacher Job Description
Pending Board Approval*

- Employee must have available transportation and be able to drive up to 100 miles in a day

Employee Acknowledgement:



Employee Signature



Printed Name

7/27/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: Jean Kim (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of 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, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 ("PAGA") which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission ("Administrative Claims") are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute 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. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the "FAA") and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. 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 may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administer) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Jean Kim and Meghan Freeman on behalf of the COMPANY.

XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:

DocuSigned by:

Meghan Freeman

EMPLOYEE:

By: _____

A4137E406BF5494...

Meghan Freeman, CEO

By: _____

J

DATED: _____

7/27/2021

DATED: _____

7/27/2021

Pending Board Approval



ELITE
—ACADEMIC—
ACADEMY



June 24, 2021

Re: [REDACTED] Employment Status

[REDACTED]

[REDACTED] dated May 21, 2021, you have resigned from your employment as Homeschool Teacher/Instructional Learning Coach, with Elite Academic Academy - Mountain Empire, effective June 30, 2021.

Please return all company-owned property within 3 days of that date. You can hand-deliver these items to our Temecula business office: 43414 Business Park Drive, Temecula, CA 92590. Please advise if you would prefer a Fed Ex label, which you can use to return your equipment.

Attached to this letter, please find the following:

1. Notice to Employee as to Change in Relationship
2. Final Paycheck Acknowledgment (and paystub)
3. Company Property Return Form
4. For Your Benefit (Form 2320)
5. Notice to Terminating Employees- Health Insurance Premium Notice (and COBRA eligibility form)

Thank you for your service. We wish you nothing but the best in your future endeavors.

Sincerely,

DocuSigned by:

Tracy Hasper

F52A6A160B834C3...

Tracy J. Hasper, Esq. - Chief Personnel Officer



June 17, 2021

Re: [REDACTED] Employment Status

[REDACTED]

[REDACTED] communication with Tracy Hasper, on June 16, 2021, you resigned from your employment, as Special Education - Education Specialist, with Elite Academic Academy - Mountain Empire, effective June 18, 2021.


Please return all company-owned property within 3 days. You can hand-deliver these items to Carol McIntosh, or to our Temecula business office: 43414 Business Park Drive, Temecula, CA 92590.

Attached to this letter, please find the following:

1. Notice to Employee as to Change in Relationship
2. Final Paycheck Acknowledgment (and paystub)
3. Company Property Return Form
4. For Your Benefit (Form 2320)
5. Notice to Terminating Employees- Health Insurance Premium Notice

Thank you for your service. We wish you nothing but the best in your future endeavors.

Sincerely,

DocuSigned by:

F52A6A160B834C3...

Tracy J. Hasper, Esq. - Chief Personnel Officer



June 17, 2021

Re: [REDACTED] Employment Status

[REDACTED]

[REDACTED] with Carol McIntosh on June 7, 2021, you have resigned from your employment as Homeschool Teacher with Elite Academic Academy - Mountain Empire, effective June 18, 2021.

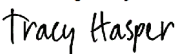
Please return all company-owned property within 3 days. You can hand-deliver these items to our Temecula business office: 43414 Business Park Drive, Temecula, CA 92590.

Attached to this letter, please find the following:

1. Notice to Employee as to Change in Relationship
2. Final Paycheck Acknowledgment (and paystub)
3. Company Property Return Form
4. For Your Benefit (Form 2320)
5. Notice to Terminating Employees- Health Insurance Premium Notice

Thank you for your service. We wish you nothing but the best in your future endeavors.

Sincerely,

DocuSigned by:

F52A6A160B834C3...

Tracy J. Hasper, Esq. - Chief Personnel Officer



June 25, 2021

Re: [REDACTED] Status

[REDACTED]


Per your communication with Human Resources on June 24, 2021, you have resigned from your employment as Special Education - Education Specialist with Elite Academic Academy - Mountain Empire, effective immediately.

Attached to this letter, please find the following:

1. Notice to Employee as to Change in Relationship
2. Final Paycheck Acknowledgment (and paystub)
3. For Your Benefit (Form 2320)
4. Notice to Terminating Employees- Health Insurance Premium Notice

Thank you for your service. We wish you nothing but the best in your future endeavors.

Sincerely,

DocuSigned by:

F52A6A160B834C3...

Tracy J. Hasper, Esq. - Chief Personnel Officer



July 13, 2021

Re: [REDACTED] Employment Status

[REDACTED]

Per your message to Teresa Schaffer on July 3, 2021, you have resigned from your employment with Elite Academic Academy – Mountain Empire effective immediately. Your last date of work was July 01, 2021.

You will receive your final paycheck (which will include any/all hours worked in the month of July) within 2 to 3 business days.

Should you still be in possession of any company-owned property, please return it within 3 days. You can hand-deliver, or mail, these items to our Temecula business office: 43414 Business Park Drive, Temecula, CA 92590.

Attached to this letter, please find the following:

1. Notice to Employee as to Change in Relationship
2. Final Paycheck Acknowledgment
3. Company Property Form

Thank you for your service.

Sincerely,

DocuSigned by:

F52A6A160B834C3...

Tracy J. Hasper, Esq. - Chief Personnel Officer



Temporary Contract Addendum

July 6, 2021

Re: Temporary Student Support Service Liaison Position - [REDACTED]

Effective as of today's date, your temporary contract and contract addendume (attached) will be amended (by virtue of this contract addendum) to now include an end date of August 31, 2021.

Please let us know if you have any questions or concerns.

DocuSigned by:

A4137E406BF5494...
Meghan Freeman
CEO

7/8/2021

[REDACTED]

Temporary Student Support Service Liaison



Temporary Contract Addendum

June 28, 2021

Re: Temporary Student Support Service Liaison Position – J [REDACTED]

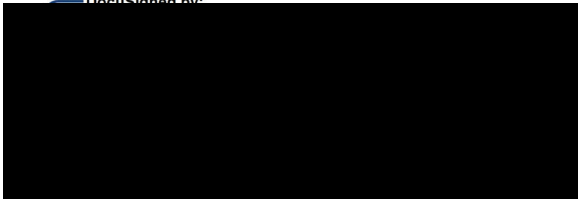
Effective as of today's date, your temporary contract (attached) will be amended (by virtue of this contract addendum) to now include an end date of July 30, 2021.

Please let us know if you have any questions or concerns.

DocuSigned by:
Meghan Freeman
A4137E406BF5494...

Meghan Freeman
CEO

DocuSigned by:





Date of Offer: March 31, 2021

Assignment Offered: Temporary Student Support Service Liaison

Candidate Name: [REDACTED]

Candidate Address: [REDACTED]

It is our pleasure to offer you a temporary position with the Elite Academic Academy - Mountain Empire (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 - Mountain Empire and Jaclyn Thomas (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 April 9, 2021 and continue until June 30, 2021.
- 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 Student Support Services Liaison (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 Riverside, 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

DocuSigned by:

A4137E406BF5494...

3/31/2021

Meghan Freeman -CEO Date

AGREED TO AND ACCEPTED BY:

 3/31/2021

Date

Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- **COMPENSATION.**
 - The Temp shall be entitled to receive an hourly rate of \$20.00 (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.



Student Support Services Liaison Job Description

Job Title: Student Support Services Liaison
Department: Assessment Department
Reports To: Director of Assessment (or designee)
FLSA Classification: Non-Exempt
Classification: Classified
Pay Range: \$20.00 - \$25.00/hr
Work Schedule: 12 months
Location: Remote/Onsite Office (Temecula)

Position Summary: *Provide support to the Assessment Director, administrators, and staff by helping to ensure that students are receiving the academic, social and emotional support needed to: access their curriculum; make adequate academic progress; and prepare for State testing. Use communication, interpersonal, organizational and computer skills to monitor and collect student support services data, prepare weekly and monthly reports, coordinate direct student support services, and connect with families, students and Elite staff to resolve complaints and concerns.*

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Supports the Support Services Department by doing the following:
 - Work with Department leads to track support services and student engagement
 - Preparing and managing student data board (Monday.com).
 - Weekly updates.
- Use assessment program to help coordinate and monitor tutoring and intervention services.
- Monthly enrollment and demographic data update using SIS.

*Student Support Services Coordinator Job Description
Board Approved 02/04/2021*

- Ordering supplies.
- Weekly and monthly reports.
- Preparing documents for families.
- Help coordinate assessment proctoring.
- Prepare forms and manage student support service files.
- Assist in coordinating State testing

Other Duties:

- Assist with documenting and reporting to school management all formal disciplinary actions involving students and staff; addressing and resolving complaints from students, parents, and staff in a timely manner; and ensuring compliance with the Uniform Complaint Policy, the Uniform Technology Policy, and the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Perform other duties as assigned.

Knowledge: 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.

Knowledge of:

- Modern office practices, procedures and equipment.
- Telephone techniques and etiquette.
- Policies and objectives of assigned program and activities.
- Applicable laws, codes, regulations, policies and procedures.
- Record-keeping techniques.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Interpersonal skills using tact, patience and courtesy.
- Oral and written communication skills.
- Operation of a computer and assigned software.
- Methods of collecting and organizing data and information.

Requirements:

- DOJ Fingerprint Clearance
- Valid CA Driver's License

EDUCATION AND EXPERIENCE:

- Any combination equivalent to: graduation from high school; and three years increasingly responsible clerical or secretarial experience involving frequent public contact.

*Student Support Services Coordinator Job Description
Board Approved 02/04/2021*

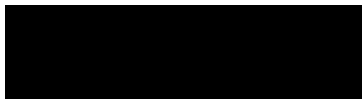
Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Hearing and speaking to exchange information in person or on the telephone.
- Dexterity of hands and fingers to operate a computer keyboard.
- 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.
- 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.

Employee Acknowledgement:



Employee Signature



Printed Name

3/31/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: Jaclyn Thomas (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of 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, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 ("PAGA") which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission ("Administrative Claims") are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute 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. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the "FAA") and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. 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 may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administer) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Jaclyn Thomas and Meghan Freeman on behalf of the COMPANY.

XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:

DocuSigned by:
Meghan Freeman
A4137F406BE5494

By: _____

Meghan Freeman, CEO

EMPLOYEE:

By: _____

DATED: 3/31/2021

DATED: 3/31/2021

EAA 2020/21 Calendar - 240 Day (12 month) Employees

JULY							AUGUST							SEPTEMBER							OCTOBER							Holidays													
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														
5	6	7	8	9	10	11	2	3	4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Fourth of July (observed)
12	13	14	15	16	17	18	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	Labor Day	
19	20	21	22	23	24	25	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	Veteran's Day	
26	27	28	29	30	31		23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	Thanksgiving Break	
							30	31																																Winter Break	
																																								12/21 - 1/1	
																																								1/18	
																																								2/15	
																																								5/31	
																																								Memorial Day	

NOVEMBER							DECEMBER							JANUARY							FEBRUARY																	
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											
1	2	3	4	5	6	7	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6
8	9	10	11	12	13	14	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13
15	16	17	18	19	20	21	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13
22	23	24	25	26	27	28	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
29	30						27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27

MARCH							APRIL							MAY							JUNE																		
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												
1	2	3	4	5	6	7	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5
7	8	9	10	11	12	13	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5
14	15	16	17	18	19	20	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12
21	22	23	24	25	26	27	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
28	29	30	31				25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26



Temporary Contract Addendum

June 28, 2021

Re: Temporary Student Support Service Liaison Position – [REDACTED]

Effective as of today's date, your temporary contract (attached) will be amended (by virtue of this contract addendum) to now include an end date of July 30, 2021.

Please let us know if you have any questions or concerns.

DocuSigned by:
Meghan Freeman
A4137E406BF5494...

Meghan Freeman



DocuSigned by:
[REDACTED]
[REDACTED]



Additional Temporary Contract Addendum

July 21, 2021

Re: Temporary Part-Time Human Resources Administrative Assistant Position – [REDACTED]

Effective as of today's date, your temporary contract (attached) will be amended again (by virtue of this contract addendum) to now instead include an end date of August 31, 2021.

Please let us know if you have any questions or concerns.

DocuSigned by:
 7/21/2021
A4137E406BF5494...
Meghan Freeman
CEO

[REDACTED] 7/21/2021

Temporary Part-Time Human Resources Administrative Assistant



Temporary Contract Addendum

June 29, 2021

Re: Temporary Part-Time Human Resources Administrative Assistant Position – [REDACTED]

Effective as of today's date, your temporary contract (attached) will be amended (by virtue of this contract addendum) to now include an end date of July 30, 2021.

Please let us know if you have any questions or concerns.

DocuSigned by:
Meghan Freeman
A4137E406BF5494...

Meghan Freeman

DocuSigned by:
[Signature]
[REDACTED]

Resources Administrative Assistant



Date of Offer: April 1, 2021

Assignment Offered: Temporary Part-Time Human Resources Administrative Assistant

Candidate Name: [REDACTED]

[REDACTED] Academy - Mountain Empire (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 - Mountain Empire and Christine Anaya (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 April 16, 2021 and continue until June 30, 2021.
- 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 Part-Time Human Resources Administrative Assistant (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 Riverside, 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

DocuSigned by:

A4137E406BF5494...
Meghan Freeman -CEO
4/1/2021
Date

AGREED TO AND ACCEPTED BY:

DocuSigned by:



Date

Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- **COMPENSATION.**
 - The Temp shall be entitled to receive an hourly rate of \$20.00 (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.



Temporary Part-Time Human Resources Administrative Assistant
Job Description

Job Title:	Temporary Part-Time Human Resources Administrative Assistant
Department:	Human Resources
Reports To:	Chief Personnel Officer or designee
Employee Status:	Non-Exempt/Hourly
Employee Calendar:	Temporary/Year-Round
Pay:	\$15-\$20 based on experience

Position Summary: *Perform secretarial and administrative assistant duties related to the Human Resources Department to include clerical duties pertaining to temporary hiring and onboarding. Coordinate, and conduct reference checks, and the flow of communication for the Year-Round Program. Assure smooth and efficient department operations.*

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Serve as Temporary Part-time Administrative Assistant to the Human Resources Department and/or CEO; perform communication services; receive, screen and route telephone calls; take and relay messages as appropriate; and perform reference checks, schedule appointments, conferences and other events.
- Exercise independent judgment in resolving issues and refer difficult issues to the administrator as necessary.

Temporary Human Resources Part- Time Administrative Assistant - Job Description
Pending Board Approval

- Provide technical information and assistance related to department or program operations, policies and procedures.
- Input data into an assigned computer system; initiate queries and generate computerized reports as requested; establish and maintain automated records and files; and assure accuracy of input and output data.
- Compose, independently or from oral instructions, notes or rough drafts, materials including inter-office communications, applications, requisitions, forms, contracts, letters, memoranda, bulletins, flyers, brochures, agenda items and other materials; review and proofread documents.
- Prepare lists, forms, contracts and correspondences as assigned.
- Follow established procedures and meet deadlines.
- Receive, compile, and verify information; prepare and maintain manuals and automated records related to personnel; maintain filing systems.

Other Duties:

- Assist with documenting and reporting to school management all formal disciplinary actions involving students and staff; addressing and resolving complaints from students, parents, and staff in a timely manner; and ensuring compliance with the Uniform Complaint Policy, the Uniform Technology Policy, and 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.

Knowledge of:

- Modern office practices, procedures and equipment.
- At least 1 year experience with Microsoft Office.
- Telephone techniques and etiquette.
- Policies and objectives of assigned program and activities.
- Applicable laws, codes, regulations, policies and procedures.
- Record-keeping techniques.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Interpersonal skills using tact, patience and courtesy.
- Oral and written communication skills.
- Operation of a computer and assigned software, Paycom experience a plus
- Methods of collecting and organizing data and information.
- Business letter and report writing, editing and proofreading.

*Temporary Human Resources Part- Time Administrative Assistant - Job Description
Pending Board Approval*

- Mathematical computations.

Ability to:

- Perform varied and responsible secretarial and administrative assistant duties.
- Assure smooth and efficient office operations.
- Interpret, apply and explain laws, codes, rules and regulations related to assigned activities.
- Work independently with little direction.
- Compose correspondence and written materials independently or from oral instructions.
- Understand and resolve issues, complaints or problems.
- Maintain confidentiality of sensitive and privileged information.
- Determine appropriate action within clearly defined guidelines.
- Establish and maintain cooperative and effective working relationships with others.
- Maintain records and files.
- Compile and verify data and prepare reports.
- Complete work with many interruptions.
- Plan and organize work.
- Meet schedules and timelines.

EDUCATION AND EXPERIENCE:

- Any combination equivalent to: graduation from high school; and three years increasingly responsible clerical or secretarial experience involving frequent public contact.

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 in person or on the telephone.
- Dexterity of hands and fingers to operate a computer keyboard.
- 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.

- Employee works remotely
- Noise level is generally moderate.
- Employee must have available transportation and be able to drive up to 100 miles in a day.

Employee Acknowledgement:

 Employee Signature	 Printed Name	4/1/2021 Date
------------------------	------------------	------------------



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: Christine Anaya (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of 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, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 ("PAGA") which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission ("Administrative Claims") are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute 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. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the "FAA") and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. 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 may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administer) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Christine Anaya and Meghan Freeman on behalf of the COMPANY.

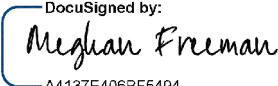
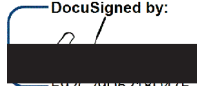



XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:		EMPLOYEE:	
By:	 A4137E406BF5494...	By:	 [Redacted Signature]
	Meghan Freeman, CEO		
DATED:	4/1/2021	DATED:	4/1/2021

an Resources Administrative Assistant



Date of Offer: April 1, 2021

Assignment Offered: Temporary Part-Time Human Resources Administrative Assistant

Candidate Name: Christine Anaya

Candidate Address: [REDACTED]

It is our pleasure to offer you a temporary position with the Elite Academic Academy - Mountain Empire (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 - Mountain Empire and Christine Anaya (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 April 16, 2021 and continue until June 30, 2021.
- 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 Part-Time Human Resources Administrative Assistant (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 Riverside, 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

DocuSigned by:

A4137E406BF5494...

4/1/2021

Meghan Freeman -CEO Date

AGREED TO AND ACCEPTED BY:

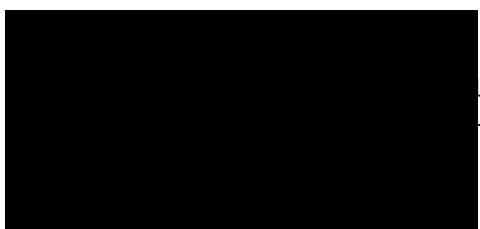
/2021

Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- **COMPENSATION.**
 - The Temp shall be entitled to receive an hourly rate of \$20.00 (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.



Temporary Part-Time Human Resources Administrative Assistant
Job Description

Job Title:	Temporary Part-Time Human Resources Administrative Assistant
Department:	Human Resources
Reports To:	Chief Personnel Officer or designee
Employee Status:	Non-Exempt/Hourly
Employee Calendar:	Temporary/Year-Round
Pay:	\$15-\$20 based on experience

Position Summary: *Perform secretarial and administrative assistant duties related to the Human Resources Department to include clerical duties pertaining to temporary hiring and onboarding. Coordinate, and conduct reference checks, and the flow of communication for the Year-Round Program. Assure smooth and efficient department operations.*

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Serve as Temporary Part-time Administrative Assistant to the Human Resources Department and/or CEO; perform communication services; receive, screen and route telephone calls; take and relay messages as appropriate; and perform reference checks, schedule appointments, conferences and other events.
- Exercise independent judgment in resolving issues and refer difficult issues to the administrator as necessary.

- Provide technical information and assistance related to department or program operations, policies and procedures.
- Input data into an assigned computer system; initiate queries and generate computerized reports as requested; establish and maintain automated records and files; and assure accuracy of input and output data.
- Compose, independently or from oral instructions, notes or rough drafts, materials including inter-office communications, applications, requisitions, forms, contracts, letters, memoranda, bulletins, flyers, brochures, agenda items and other materials; review and proofread documents.
- Prepare lists, forms, contracts and correspondences as assigned.
- Follow established procedures and meet deadlines.
- Receive, compile, and verify information; prepare and maintain manuals and automated records related to personnel; maintain filing systems.

Other Duties:

- Assist with documenting and reporting to school management all formal disciplinary actions involving students and staff; addressing and resolving complaints from students, parents, and staff in a timely manner; and ensuring compliance with the Uniform Complaint Policy, the Uniform Technology Policy, and 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.

Knowledge of:

- Modern office practices, procedures and equipment.
- At least 1 year experience with Microsoft Office.
- Telephone techniques and etiquette.
- Policies and objectives of assigned program and activities.
- Applicable laws, codes, regulations, policies and procedures.
- Record-keeping techniques.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Interpersonal skills using tact, patience and courtesy.
- Oral and written communication skills.
- Operation of a computer and assigned software, Paycom experience a plus
- Methods of collecting and organizing data and information.
- Business letter and report writing, editing and proofreading.

*Temporary Human Resources Part- Time Administrative Assistant - Job Description
Pending Board Approval*

- Mathematical computations.

Ability to:

- Perform varied and responsible secretarial and administrative assistant duties.
- Assure smooth and efficient office operations.
- Interpret, apply and explain laws, codes, rules and regulations related to assigned activities.
- Work independently with little direction.
- Compose correspondence and written materials independently or from oral instructions.
- Understand and resolve issues, complaints or problems.
- Maintain confidentiality of sensitive and privileged information.
- Determine appropriate action within clearly defined guidelines.
- Establish and maintain cooperative and effective working relationships with others.
- Maintain records and files.
- Compile and verify data and prepare reports.
- Complete work with many interruptions.
- Plan and organize work.
- Meet schedules and timelines.

EDUCATION AND EXPERIENCE:

- Any combination equivalent to: graduation from high school; and three years increasingly responsible clerical or secretarial experience involving frequent public contact.

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 in person or on the telephone.
- Dexterity of hands and fingers to operate a computer keyboard.
- 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.

- Employee works remotely
- Noise level is generally moderate.
- Employee must have available transportation and be able to drive up to 100 miles in a day.

Employee Acknowledgement:

[Redacted Signature]

Employee Signature

[Redacted Printed Name]

Printed Name

4/1/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: Christine Anaya (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of 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, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 ("PAGA") which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission ("Administrative Claims") are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute 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. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the "FAA") and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. 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 may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administer) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Christine Anaya and Meghan Freeman on behalf of the COMPANY.

XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

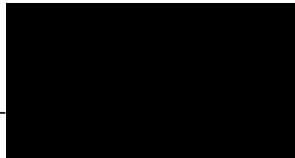
Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:

DocuSigned by:
Meghan Freeman
A4137E406BF5494...

EMPLOYEE:



By:

Meghan Freeman, CEO

By:

DATED: 4/1/2021

DATED: 4/1/2021



Temporary Contract Addendum

July 12, 2021

Re: Temporary Admissions Clerk Position – [REDACTED]

Effective as of today's date, your temporary contract (attached) will be amended (by virtue of this contract addendum) to now include an end date of September 30, 2021.

Please let us know if you have any questions or concerns.

DocuSigned by:
 7/12/2021
A4137E406BF5494...
Meghan Freeman
CEO

[REDACTED]
7/12/2021



Date of Offer: April 13, 2021

Assignment Offered: Temporary Admissions Clerk

Candidate Name: [REDACTED]

It is our pleasure to offer you a temporary position with the Elite Academic Academy - Mountain Empire (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 - Mountain Empire and Rebecca Benson (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 April 22, 2021 and continue until August 15, 2021.
- 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 an Admissions Clerk (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 (and/or on weekends) at hours determined by the School; provided that ordinary working hours shall not exceed 30 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 San Bernardino, 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

DocuSigned by:

A4137E406BF5494...
Meghan Freeman - CEO
4/13/2021
Date

AGREED TO AND ACCEPTED BY:

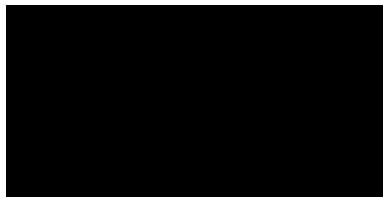

4/13/2021
Date

Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- **COMPENSATION.**
 - The Temp shall be entitled to receive an hourly rate of \$22 (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 after 90 days of employment.
 - Payments to the Temp shall be subject to employer withholding.



Temporary Admissions Clerk

Job Description

Position Title:	Temporary Admissions Clerk
Reports To:	Chief Operating Officer
FLSA Status:	Non-Exempt
School Classification:	Classified
Pay Range:	\$20-\$25 (<i>depending upon experience</i>)
Work Schedule:	Temporary; Part-Time (approximately 4 hours per day; approximately 6 weeks)
Location:	Onsite or Remote Office (TBD)

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 clerical experience. Experience in the independent study educational model preferred. Bilingual skills preferred.
- Experience with data entry, student information system, 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.

*Temporary Admissions Clerk Job Description
Board Approved: March 5, 2020*

ESSENTIAL FUNCTIONS and RESPONSIBILITIES:

- Collaborate and coordinate with administrative team members to support all activities..
- Support and follow the established registration schedule.
- Attend off-site enrollment events to represent 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.
- Process 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.
- Communicate with Vendors 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.
- Work with Operations Lead on student enrollments and student withdraws.
- Audit master agreements, including student demographics, course selection, and signatures.
- Audit compliance documents.

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).

*Temporary Admissions Clerk Job Description
Board Approved: March 5, 2020*

- 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.

*Temporary Admissions Clerk Job Description
Board Approved: March 5, 2020*

- Indoor varying in temperature.

Employee Acknowledgement:

[Redacted Signature]

Employee Signature

[Redacted Name]

Printed Name

4/13/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: Rebecca Benson (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of 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, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 ("PAGA") which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission ("Administrative Claims") are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute 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. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the "FAA") and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. 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 may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administer) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Rebecca Benson and Meghan Freeman on behalf of the COMPANY.

XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:

DocuSigned by:

Meghan Freeman

A4137E406BF5494...

Meghan Freeman, CEO

EMPLOYEE:

By: _____

By: _____

DATED: _____

DATED: _____

4/13/2021

4/13/2021



Temporary Contract Addendum

July 12, 2021

Re: Temporary Admissions Clerk Position – [REDACTED]

[REDACTED] amended (by virtue of this contract addendum) to now include an end date of September 30, 2021.

Please let us know if you have any questions or concerns.

DocuSigned by:

A4137E406BF5494...
Meghan Freeman
CEO

7/12/2021

[REDACTED]

7/12/2021



Date of Offer: April 13, 2021

Assignment Offered: Temporary Admissions Clerk

Candidate Name: [REDACTED]

Candidate Address: [REDACTED]

It is our pleasure to offer you a temporary position with the Elite Academic Academy - Mountain Empire (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 - Mountain Empire and Danielle Kappenman (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 April 19, 2021 and continue until July 30 2021.
- 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 an Admissions Clerk (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 (and/or on weekends) at hours determined by the School; provided that ordinary working hours shall not exceed 30 hours per week, unless agreed upon in advance 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 San Bernardino, 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

DocuSigned by:

A4137E406BF5494...
Meghan Freeman - CEO
4/13/2021
Date

AGREED TO AND ACCEPTED BY:


4/13/2021
Date

Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- **COMPENSATION.**
 - The Temp shall be entitled to receive an hourly rate of \$25 (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 after 90 days of employment.
 - Payments to the Temp shall be subject to employer withholding.



Temporary Admissions Clerk

Job Description

Position Title:	Temporary Admissions Clerk
Reports To:	Chief Operating Officer
FLSA Status:	Non-Exempt
School Classification:	Classified
Pay Range:	\$20-\$25 (<i>depending upon experience</i>)
Work Schedule:	Temporary; Part-Time (approximately 4 hours per day; approximately 6 weeks)
Location:	Onsite or Remote Office (TBD)

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 clerical experience. Experience in the independent study educational model preferred. Bilingual skills preferred.
- Experience with data entry, student information system, 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.

*Temporary Admissions Clerk Job Description
Board Approved: March 5, 2020*

ESSENTIAL FUNCTIONS and RESPONSIBILITIES:

- Collaborate and coordinate with administrative team members to support all activities..
- Support and follow the established registration schedule.
- Attend off-site enrollment events to represent 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.
- Process 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.
- Communicate with Vendors 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.
- Work with Operations Lead on student enrollments and student withdraws.
- Audit master agreements, including student demographics, course selection, and signatures.
- Audit compliance documents.

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).

*Temporary Admissions Clerk Job Description
Board Approved: March 5, 2020*

- 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.

*Temporary Admissions Clerk Job Description
Board Approved: March 5, 2020*

[Redacted]

- Indoor varying in temperature.



Employee Acknowledgement:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: Danielle Kappenman (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of 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, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 ("PAGA") which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission ("Administrative Claims") are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute 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. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the "FAA") and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. 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 may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administer) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Danielle Kappenman and Meghan Freeman on behalf of the COMPANY.

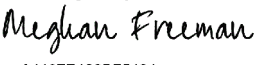

XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:	<div>DocuSigned by:  A4137E406BF5494...</div>	EMPLOYEE:	
By:	_____ Meghan Freeman, CEO	By:	_____
DATED:	4/13/2021	DATED:	4/13/2021



NOTICE TO EMPLOYEE AS TO CHANGE IN RELATIONSHIP
(Issued pursuant to provisions of Section 1089 of the
California Unemployment Insurance Code)

Date: July 16, 2021

Re: [REDACTED]

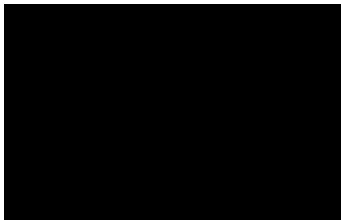
Effective as of August 9, 2021 your employment position with Elite Academic Academy - Lucerne (as a temporary Track A Teacher of Record) will end and your position will be changed to a full-time exempt Homeschool Teacher, with Elite Academic Academy - Mountain Empire.

Please see the attached contract, and job description for your review and consideration.

Please contact Tracy Hasper, in Human Resources, if you have any questions or concerns.

DocuSigned by:
Meghan Freeman
A4137E406BF5494...

Meghan Freeman
CEO





AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Mountain Empire

Name: [REDACTED]

in the position of

Title: Homeschool Teacher

July 16, 2021



We are pleased to offer you the position of full-time exempt Homeschool Teacher with Elite Academic Academy - Mountain Empire (the "School") commencing August 9, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are 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. They are as follows:

Your job duties are detailed in the job description (attached) and you will report to the Director of Homeschool, or designee.

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.

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. Accordingly, you will be paid a minimum *annual* salary of \$74,000 (or \$6,166.67 *per month*) less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above), 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.

You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, 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 calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter 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. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School 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 CEO of the School.

It is a condition of your employment that you sign our 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.

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on 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 issued to persons unable to prove their presence in the United States is authorized under federal law, 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.

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.


This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

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 working days.

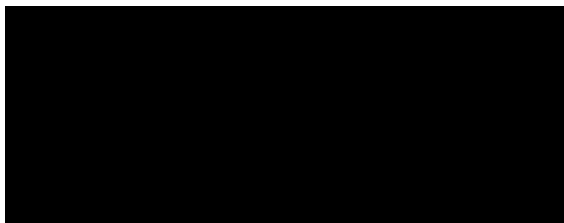
Once again, we are looking forward to you joining the Elite Academic Academy - Mountain Empire team, contributing to the Certificated Teaching Department, and personally growing with the School.

Sincerely,

DocuSigned by:

Mt A4137E406BF5494...
CEO

7/16/2021
Date: _____

AGREED TO AND ACCEPTED BY:



7/16/2021
Date: _____



Homeschool Teacher

Job Description

Position Title:	Homeschool Teacher
Reports To:	Homeschool Director (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187-224 days
Location:	Remote Office

Position Summary: *Elite Educators support students in meeting their educational goals and ensuring they are successful in an independent study environment. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Elite Educators are required to participate in all staff meetings and trainings. Elite Educators are expected to uphold the school's mission and shared values, philosophy, and policies and procedures. Elite Educators must carry and maintain a valid California teaching credential. Elite Educators must meet with K-8 students at least once every 35 days but communicate weekly. High School students will be supported weekly. Elite Educators may have to tutor students/support tutoring opportunities weekly if they are not making sufficient academic progress and an intervention plan is in effect.*

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.
- 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 Human Resources 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.
- Valid California Driver's License.

General Elite Educator Skills:

- Team player.
- Love of learning – a lifelong learner.

*Homeschool Teacher Job Description
Pending Board Approval*

- Ability to transmit passion for learning to students and families.
- Flexibility and accountability.
- 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.
- Computer and technology literacy.
- Willingness to research and become knowledgeable of curriculum and educational resources.
- Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
- Serve the student and parent's needs to the best of his/her ability without allowing his/her own convenience to interfere.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Professional Support:

The Elite Educator's goal is to ensure the academic success of each student on their roster. Elite Educators must meet with assigned students and parents to support the student's academic needs, and to facilitate adequate progress toward the common core state standards. This requires understanding the student/family goals and Elite Educators assist families in the development and execution of the goals. Elite Educators will work with students in all grade levels TK-12. For students in grades 6-12 this includes a knowledge of the high school requirements. Elite Educators will complete all educational and administrative duties, paperwork, and other tasks as needed to achieve this goal. Professional support is not limited to the school calendar days.

Elite Educator Responsibilities:

- Develop an educational plan with each family at the beginning of each learning period.
- Evaluate, update, and document student progress towards the educational plan and Common Core State Standards by examining the entire body of student learning at the monthly Academic Consultation and engaging the student through evaluative discussion and observation.
- Collect work samples each learning period and use those samples to create a record of each students' learning.
- Stay current with school policy and procedure.
- Complete the required paperwork and documentation for each student according to individual deadlines.
- Advise and support parents and students.
- Ensure students' academic needs are met by ordering, researching, and suggesting curriculum.
- Suggest and provide information regarding available educational opportunities.
- Proactively seek information on high school curriculum and course work.
- Stay current with UC A-G requirements, school policy and procedure.
- Work with Program Director to ensure high school requirements are being met.
- Design Custom High School Courses according to student need.
- Maintain an accurate online budget for each student-make sure funds are spent according to academic priority—curriculum, tutoring, and then enrichment.

- Communicate school information to the parents/students.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Attend IEP and other required meetings for assigned students.
- Use computer technology, email, the Internet, and other technology.
- Attend mandatory teacher trainings and weekly meetings/mentoring sessions.
- Complete online and other trainings as determined as necessary by the school.
- Proctor state mandated tests and administer any charter required assessments, such as the Scantron assessment.
- Support high school students and parents with high school planning.
- Evaluate student transcripts for graduation/completion purposes.
- May perform other duties commensurate with the functions and level of the position.

Paperwork and Documentation:

The Elite Educator must complete all paperwork and documentation necessary to serve each assigned student. Completed documentation must be submitted by specific due dates as specified by the school. The required documentation includes, but is not limited to, the following:

- Master Agreements and enrollment paperwork
- Attendance Reporting
- Assignment and Work Record (AWR) in School Pathways to document student learning--to be completed within two weeks after attendance has been taken
- Report Cards
- Portfolios(digital)
- Purchase Orders
- Checkout (performed after last day of school)
- High school plans and paperwork
- IEP paperwork
- Additional paperwork as needed

Advice and Support:

The Elite Educator is expected to serve students with varying needs. A broad base of educational knowledge as well as a thorough understanding of educational opportunities available through the school is necessary to support families adequately. This knowledge must include, but is not limited to, familiarity with the following:

- School and Common Core State Standards
- Curricular options to meet the standards
- Learning approaches and teaching philosophies
- School graduation requirements
- School and community in-services available
- Internet resources
- Distance learning
- Field Trips
- High School specific information

The Elite Educator is responsible for answering educational questions posed by their families, performing research, using the Elite Educator manual, and consulting their assigned local lead as needed.

Other Duties

- Proctoring duties as needed during the testing window.
- Plan two field trips per year and create educational materials to support the field trip. This includes but is not limited to worksheets to be completed on the field trip, before or after.
- 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.

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. The employee should be familiar with videochat platforms in order to support students virtually and attend meetings, as applicable.

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 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 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 public and private settings
- Indoor and outdoor in varying temperature

*Homeschool Teacher Job Description
Pending Board Approval*

- Employee must have available transportation and be able to drive up to 100 miles in a day

Employee Acknowledgement:

[Redacted Signature]

Employee Signature

[Redacted Name]

Printed Name

7/16/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: Alexa Paul (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of 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, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 ("PAGA") which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission ("Administrative Claims") are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute 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. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the "FAA") and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. 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 may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administer) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Alexa Paul and Meghan Freeman on behalf of the COMPANY.

XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:

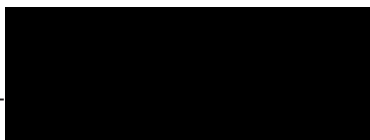
EMPLOYEE:

By:

DocuSigned by:

 A4137E406BF5494...
 Meghan Freeman, CEO

By:



DATED:

7/16/2021

DATED:

7/16/2021

Pending Board Approval

7/16/2021



NOTICE TO EMPLOYEE AS TO CHANGE IN RELATIONSHIP

(Issued pursuant to provisions of Section 1089 of the
California Unemployment Insurance Code)

Date: June 29, 2021

Re: [REDACTED]

Effective as of July 1, 2021, and per your resignation email dated June 29, 2021, your full-time employment position with Elite Academic Academy - Mountain Empire, as Lead Homeschool Teacher, will be changed to a part-time temporary position. Please refer to the attached contract for details.

Your hourly rate will be \$44.64/hour, for a maximum of 30 hours per week, less applicable withholdings. You will be required to record any hours you work in Paycom. [Note: Specific direction, regarding time-keeping, will be provided.] You will be paid twice a month on, or around, the 10th and 26th of each month.

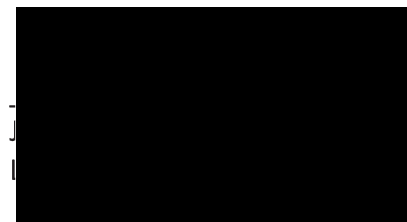
[Additional Note: Your previous contracted salary of \$80,000 is equivalent to \$357.14 per day (\$80,000 divided by 224 calendar days, per your original staffing calendar, is \$357.14; and \$357.14 divided by 8 hours is \$44.64).]

As a part-time temporary employee you will not generally be eligible for benefits (including health and welfare benefits) except for those required by law such as paid sick time, and the California State Teachers Retirement System.

Please contact Tracy Hasper, in Human Resources, if you have any questions or concerns.

DocuSigned by:

A4137E400BF5494...
Meghan Freeman
CEO





Date of Offer: June 29, 2021

Assignment Offered: Homeschool Teacher

Candidate Name:

Candidate Address:

It is our pleasure to offer you a temporary position with the Elite Academic Academy – Mountain Empire 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 - Mountain Empire and Jenny Soulias (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 July 1, 2021, and continue until July 31, 2021.
- 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 Homeschool 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 provided that ordinary working hours shall not exceed 30 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 San Diego 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

DocuSigned by:

A4137E406BF5494...

6/29/2021

Meghan Freeman - CEO Date

AGREED TO AND ACCEPTED BY:



6/29/2021

Date

Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- **COMPENSATION.**
 - The Temp shall be entitled to receive an hourly rate of \$44.64 (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.
 - STRS: Certificated Teacher shall be subject to STRS.



Homeschool Teacher

Job Description

Position Title:	Homeschool Teacher
Reports To:	Homeschool Director (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187-224 days
Location:	Remote Office

Position Summary: *Elite Educators support students in meeting their educational goals and ensuring they are successful in an independent study environment. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Elite Educators are required to participate in all staff meetings and trainings. Elite Educators are expected to uphold the school's mission and shared values, philosophy, and policies and procedures. Elite Educators must carry and maintain a valid California teaching credential. Elite Educators must meet with K-8 students at least once every 35 days but communicate weekly. High School students will be supported weekly. Elite Educators may have to tutor students/support tutoring opportunities weekly if they are not making sufficient academic progress and an intervention plan is in effect.*

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.
- 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 Human Resources 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.
- Valid California Driver's License.

General Elite Educator Skills:

- Team player.
- Love of learning – a lifelong learner.

*Homeschool Teacher Job Description
Pending Board Approval*

- Ability to transmit passion for learning to students and families.
- Flexibility and accountability.
- 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.
- Computer and technology literacy.
- Willingness to research and become knowledgeable of curriculum and educational resources.
- Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
- Serve the student and parent's needs to the best of his/her ability without allowing his/her own convenience to interfere.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Professional Support:

The Elite Educator's goal is to ensure the academic success of each student on their roster. Elite Educators must meet with assigned students and parents to support the student's academic needs, and to facilitate adequate progress toward the common core state standards. This requires understanding the student/family goals and Elite Educators assist families in the development and execution of the goals. Elite Educators will work with students in all grade levels TK-12. For students in grades 6-12 this includes a knowledge of the high school requirements. Elite Educators will complete all educational and administrative duties, paperwork, and other tasks as needed to achieve this goal. Professional support is not limited to the school calendar days.

Elite Educator Responsibilities:

- Develop an educational plan with each family at the beginning of each learning period.
- Evaluate, update, and document student progress towards the educational plan and Common Core State Standards by examining the entire body of student learning at the monthly Academic Consultation and engaging the student through evaluative discussion and observation.
- Collect work samples each learning period and use those samples to create a record of each students' learning.
- Stay current with school policy and procedure.
- Complete the required paperwork and documentation for each student according to individual deadlines.
- Advise and support parents and students.
- Ensure students' academic needs are met by ordering, researching, and suggesting curriculum.
- Suggest and provide information regarding available educational opportunities.
- Proactively seek information on high school curriculum and course work.
- Stay current with UC A-G requirements, school policy and procedure.
- Work with Program Director to ensure high school requirements are being met.
- Design Custom High School Courses according to student need.
- Maintain an accurate online budget for each student-make sure funds are spent according to academic priority—curriculum, tutoring, and then enrichment.

- Communicate school information to the parents/students.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Attend IEP and other required meetings for assigned students.
- Use computer technology, email, the Internet, and other technology.
- Attend mandatory teacher trainings and weekly meetings/mentoring sessions.
- Complete online and other trainings as determined as necessary by the school.
- Proctor state mandated tests and administer any charter required assessments, such as the Scantron assessment.
- Support high school students and parents with high school planning.
- Evaluate student transcripts for graduation/completion purposes.
- May perform other duties commensurate with the functions and level of the position.

Paperwork and Documentation:

The Elite Educator must complete all paperwork and documentation necessary to serve each assigned student. Completed documentation must be submitted by specific due dates as specified by the school. The required documentation includes, but is not limited to, the following:

- Master Agreements and enrollment paperwork
- Attendance Reporting
- Assignment and Work Record (AWR) in School Pathways to document student learning--to be completed within two weeks after attendance has been taken
- Report Cards
- Portfolios(digital)
- Purchase Orders
- Checkout (performed after last day of school)
- High school plans and paperwork
- IEP paperwork
- Additional paperwork as needed

Advice and Support:

The Elite Educator is expected to serve students with varying needs. A broad base of educational knowledge as well as a thorough understanding of educational opportunities available through the school is necessary to support families adequately. This knowledge must include, but is not limited to, familiarity with the following:

- School and Common Core State Standards
- Curricular options to meet the standards
- Learning approaches and teaching philosophies
- School graduation requirements
- School and community in-services available
- Internet resources
- Distance learning
- Field Trips
- High School specific information

The Elite Educator is responsible for answering educational questions posed by their families, performing research, using the Elite Educator manual, and consulting their assigned local lead as needed.

Other Duties

- Proctoring duties as needed during the testing window.
- Plan two field trips per year and create educational materials to support the field trip. This includes but is not limited to worksheets to be completed on the field trip, before or after.
- 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.

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. The employee should be familiar with videochat platforms in order to support students virtually and attend meetings, as applicable.

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 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 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.

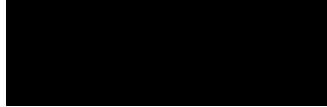
- Noise level is generally moderate
- Meetings conducted in public and private settings
- Indoor and outdoor in varying temperature

- Employee must have available transportation and be able to drive up to 100 miles in a day

Employee Acknowledgement:



Employee Signature



Printed Name

6/29/2021

Date



NOTICE TO EMPLOYEE AS TO CHANGE IN RELATIONSHIP

(Issued pursuant to provisions of Section 1089 of the
California Unemployment Insurance Code)

Date: June 1, 2021

Re: [REDACTED]

Effective as of July 1, 2021, your full-time employment position with Elite Academic Academy - Mountain Empire, as Lead Homeschool Teacher, will be changed: from ***full-time (100%) to part-time (50%)***, and from ***salary exempt*** to ***hourly non-exempt***. Please refer to the attached contract for details.

Your hourly rate will be \$44.44/hour, for a maximum of 20 hours per week, less applicable withholdings. You will be paid twice a month on, or around, the 10th and 26th of each month. You will be required to record your time in Paycom. [Note: Specific direction, regarding time-keeping, will be provided.]

[Additional Note: Your previous salary of \$80,000 is equivalent to \$355.55 per day (\$80,000 divided by 225 calendar days, per your previous staffing calendar, is \$355.55; and \$355.55 divided by 8 hours is \$44.44). Of course 50% of a 40 hours week is 20 hours per week (or 4 hours per day). You are not required to work 4 hours per day, but have a maximum of 20 hours per week, to be scheduled as you and your supervisor see fit.]

You will also be paid, at your hourly rate, for an additional 50% of required staff meetings and professional development.

Your mileage and travel stipend will be reduced from \$150.00 per month to \$75.00 per month.

As a part-time employee you will not generally be eligible for benefits (including health and welfare benefits) except for those required by law such as paid sick time, and the California State Teachers Retirement System.

Please contact Tracy Hasper, in Human Resources, if you have any questions or concerns.

DocuSigned by:
Meghan Freeman
A4137E406BF5494...
Meghan Freeman
CEO

[Redacted Signature]



AT-WILL EMPLOYMENT AGREEMENT

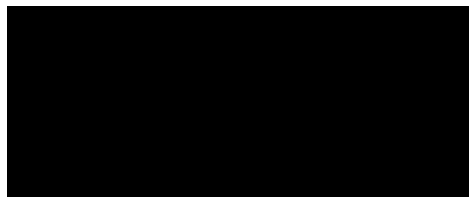
Between Elite Academic Academy Charter - Mountain Empire

Name: [REDACTED]

in the position of

Title: Part-Time Hourly (Non-Exempt) Lead Homeschool Teacher (50%)

June 1, 2021



We are pleased to offer you the position of **Part-Time (Non-Exempt) Lead Homeschool Teacher (50%)** with Elite Academic Academy – Mountain Empire (the “School”) commencing **July 1, 2021**, including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Elite Academic Academy team and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the “Agreement”), and are 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. They are as follows:

1. Your job duties are detailed in the attached job description (“Exhibit A”) and you will report to the Director of Homeschool, or designee. A copy of your job description, attached hereto as Exhibit A, is incorporated by reference herein. The duties set forth in that job description may be amended from time to time at the sole discretion of the School.
2. 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 which shall include:
 - a. Fulfilling the 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. You understand that the School may at times make assignments that are in addition to those expressly described in this Agreement.
 - 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.
3. 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.
4. You will be paid \$44.44 an hour, for all regular hours worked, for a maximum of 20 hours per week, less applicable withholdings, for 224 days of work (see attached calendar). You will also be paid, at your hourly rate, for an additional 50% of required staff meetings and professional development.

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 hours worked above 20 in a week, and all overtime hours, must be approved in advance by your supervisor. You will also receive a stipend of \$75.00 a month for mileage (in lieu of mileage reimbursement). 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.

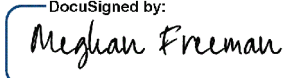
5. As a part-time employee you will not generally be eligible for benefits, except for those required by law such as paid sick time, and California State Teachers Retirement System.
6. You shall be provided with a duty-free, uninterrupted unpaid meal period of at least thirty minutes for a work period 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.
7. You are required to record your time via our timekeeping system, Paycom. You have been 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.
8. 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.
9. It is a condition of your employment that you sign the School's Arbitration Agreement (which you previously signed) 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.
10. It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement (which you previously signed), which contains additional requirements for the protection of the school's trade secret, confidential and proprietary information as well as an assignment to Elite Academic Academy of the ideas, concepts and other intellectual property that you create while you are employed by the school.

- [REDACTED]
11. The School is an equal opportunity employer. Company policy prohibits discrimination, retaliation, or harassment based on practices, national origin, including language use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law, 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.
 12. 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.
 13. This Agreement, 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.
 14. 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 7 days.

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

Sincerely,

DocuSigned by:

A4137E4063F5494...
Meghan Freeman, CEO

CEO/Designee Signature:

Date: [REDACTED]

AGREED TO AND ACCEPTED BY: [REDACTED]

[REDACTED]



Homeschool Teacher

Job Description

Position Title:	Homeschool Teacher
Reports To:	Homeschool Director (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	185-225 days
Location:	Remote Office/Admin Office

Position Summary: *Elite Educators support students in meeting their educational goals and ensuring they are successful in an independent study environment. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Elite Educators are required to participate in all staff meetings and trainings. Elite Educators will meet onsite at least two days per week to work collaboratively, mentor, and train. Elite Educators are expected to uphold the school's mission and shared values, philosophy, and policies and procedures. Elite Educators must carry and maintain a valid California teaching credential. Elite Educators must meet with K-8 students at least once every 35 days but communicate weekly. High School students will be supported weekly. Elite Educators may have to tutor students weekly if they are not making sufficient academic progress and an intervention plan is in effect. Employee is expected to drive to and from learning period meetings as part of their regular work day.*

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.
- 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 Human Resources 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.
- Valid California Driver's License.

*Homeschool Teacher Job Description
Board Approved: June 20, 2019*

General Elite Educator Skills:

- Team player.
- Love of learning – a lifelong learner.
- Ability to transmit passion for learning to students and families.
- Flexibility and accountability.
- 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.
- Computer and technology literacy.
- Willingness to research and become knowledgeable of curriculum and educational resources.
- Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
- Serve the student and parent's needs to the best of his/her ability without allowing his/her own convenience to interfere.

ESSENTIAL DUTIES AND RESPONSIBILITIES**Professional Support:**

The Elite Educator's goal is to ensure the academic success of each student on their roster. Elite Educators must meet with assigned students and parents to support the student's academic needs, and to facilitate adequate progress toward the common core state standards. This requires understanding the student/family goals and Elite Educators assist families in the development and execution of the goals. Elite Educators will work with students in all grade levels TK-12. For students in grades 6-12 this includes a knowledge of the high school requirements. Elite Educators will complete all educational and administrative duties, paperwork, and other tasks as needed to achieve this goal. Professional support is not limited to the school calendar days.

Elite Educator Responsibilities:

- Develop an educational plan with each family at the beginning of each learning period.
- Evaluate, update, and document student progress towards the educational plan and Common Core State Standards by examining the entire body of student learning at the monthly Academic Consultation and engaging the student through evaluative discussion and observation.
- Collect work samples each learning period and use those samples to create a record of each students' learning.
- Stay current with school policy and procedure.
- Complete the required paperwork and documentation for each student according to individual deadlines.
- Advise and support parents and students.
- Ensure students' academic needs are met by ordering, researching, and suggesting curriculum.
- Suggest and provide information regarding available educational opportunities.
- Proactively seek information on high school curriculum and course work.
- Stay current with UC a-g requirements, school policy and procedure.
- Work with Program Director to ensure high school requirements are being met.

*Homeschool Teacher Job Description
Board Approved: June 20, 2019*

- Design Custom High School Courses according to student need.
- Maintain an accurate online budget for each student-make sure funds are spent according to academic priority—curriculum, tutoring, and then enrichment.
- Communicate school information to the parents/students.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Attend IEP and other required meetings for assigned students.
- Use computer technology, email, the Internet, and other technology.
- Attend mandatory teacher trainings and weekly meetings/mentoring sessions.
- Complete online and other trainings as determined as necessary by the school.
- Proctor state mandated tests and administer any charter required assessments, such as the Scantron assessment.
- Support high school students and parents with high school planning.
- Evaluate student transcripts for graduation/completion purposes.
- May perform other duties commensurate with the functions and level of the position.

Paperwork and Documentation:

The Elite Educator must complete all paperwork and documentation necessary to serve each assigned student. Completed documentation must be submitted by specific due dates as specified by the school. The required documentation includes, but is not limited to, the following:

- Master Agreements and enrollment paperwork
- Attendance Reporting
- Assignment and Work Record (AWR) in School Pathways to document student learning--to be completed within two weeks after attendance has been taken
- Report Cards
- Portfolios(digital)
- Purchase Orders
- Checkout (performed after last day of school)
- High school plans and paperwork
- IEP paperwork
- Additional paperwork as needed

Advice and Support:

The Elite Educator is expected to serve students with varying needs. A broad base of educational knowledge as well as a thorough understanding of educational opportunities available through the school is necessary to support families adequately. This knowledge must include, but is not limited to, familiarity with the following:

- School and Common Core State Standards
- Curricular options to meet the standards
- Learning approaches and teaching philosophies
- School graduation requirements
- School and community in-services available
- Internet resources
- Distance learning

*Homeschool Teacher Job Description
Board Approved: June 20, 2019*

- Field Trips
- High School specific information

The Elite Educator is responsible for answering educational questions posed by their families, performing research, using the Elite Educator manual, and consulting their assigned local lead as needed.

Other Duties

- Proctoring duties as needed during the testing window.
- Plan two field trips per year and create educational materials to support the field trip. This includes but is not limited to worksheets to be completed on the field trip, before or after.
- 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.

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 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 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 public and private settings

*Homeschool Teacher Job Description
Board Approved: June 20, 2019*

- Indoor and outdoor in varying temperature
- Employee must have available transportation and be able to drive up to 100 miles in a day

Employee Acknowledgement:



Employee Signature



Printed Name

6/4/2021

Date



Lead Teacher - Job Description

Position Title:	Lead Teacher
Department:	Certificated Teaching
Reports To:	Program Director (or Designee)
FLSA Classification:	Exempt
Pay Range:	\$80,000-\$90,000
Classification:	Certificated
School Calendar Days:	187-224 Day Calendar

Job Description: *This is not a stand-alone job description, but a rider to our teaching and exceptional education job descriptions. This payscale supersedes the teaching position. This teacher must participate, on a regular basis, in the direct education of students; and serve as faculty for professional development activities. A 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 assisting in the development of standards-based curriculum and assessment opportunities, research-based instructional methods, aligning of materials and resources to curriculum outcomes, and supporting teachers that are under his/her direct supervision.*

General Duties:

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

1. Professional Development:

- Training early BITSA Teachers, other Lead Teachers, and Mentor Teachers.
- 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.

*Lead Teacher Job Description
Board Approved: June 20, 2019*

- Assisting in the coordination of the program for BITSA teachers by communicating with Human Resources Department and college/university personnel.

2. Curriculum:

- Collaborating with colleagues to construct Elite Curriculum.
- Serving as the official liaison between your academy and the Department of Curriculum and Instruction.
- Assisting with identifying the curriculum needs of the faculty.
- Planning and managing the development of standards-based curriculum, instruction, assessment plans, and strategies.
- Assisting in the adoption of curriculum resources that are consistent with the charters curriculum. Overseeing the textbook ordering and inventory for the Academy.
- Ensuring that all textbooks are used effectively as a resource to meet curriculum goals.
- Updating themes/units and supervising theme/unit writing.
- Coordinating communication and planning among all learning communities.

3. Leadership:

- Serving as a resource to the leadership team and working with school administrators to develop, implement, and evaluate the school's Local Control Accountability Plan.
- Supporting and assisting in implementing the Elite's Mission and Vision.
- Serving on charter-level committees.
- Writing grants to aid in meeting the goals of the Continuous Improvement Plan.
- Assisting in the coordination of the school's testing program.
- Have an understanding of fiscal/financial health of the program and work with direct supervisors to systems are in place to ensure fiscal solvency.

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.

Desired Qualifications:

- Professional development in the area(s) of:
 - communication and conferencing skills;
 - leadership development;
 - classroom management;
 - 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;
- grant writing.
- Master's degree or higher.
- 5 or more years in the field of Education with independent study experience.

Employee Acknowledgement:



Employee Signature



Printed Name

6/4/2021

Date

Board Approved 05/06/2021

Board Approved 05/06/2021



NOTICE TO EMPLOYEE AS TO CHANGE IN RELATIONSHIP

(Issued pursuant to provisions of Section 1089 of the
California Unemployment Insurance Code)

Date: July 16, 2021

Re: [REDACTED]

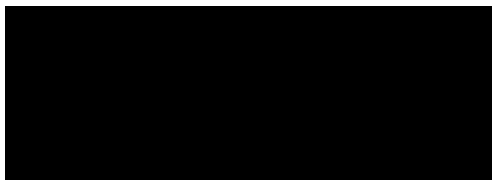
[REDACTED], 2021 your employment position with Elite Academic Academy - Mountain Empire (as a temporary Track A Teacher of Record) will end and your position will be changed to a full-time exempt Homeschool Teacher, with Elite Academic Academy - Mountain Empire.

Please see the attached contract, and job description for your review and consideration.

Please contact Tracy Hasper, in Human Resources, if you have any questions or concerns.

DocuSigned by:

A4137E406BF5494...
Meghan Freeman
[REDACTED]





AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Mountain Empire

Name: [REDACTED]

in the position of

Title: Homeschool Teacher

July 16, 2021



We are pleased to offer you the position of full-time exempt Homeschool Teacher with Elite Academic Academy - Mountain Empire (the "School") commencing August 9, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are 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. They are as follows:

Your job duties are detailed in the job description (attached) and you will report to the Director of Homeschool, or designee.

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.

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. Accordingly, you will be paid a minimum *annual* salary of \$74,000 (or \$6,166.67 *per month*) less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above), 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.

You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, 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 calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter 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. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School 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 CEO of the School.

It is a condition of your employment that you sign our Arbitration Agreement (which you previously signed) 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.

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on 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 issued to persons unable to prove their presence in the United States is authorized under federal law, 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.

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.

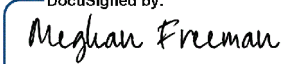
This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

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 working days.

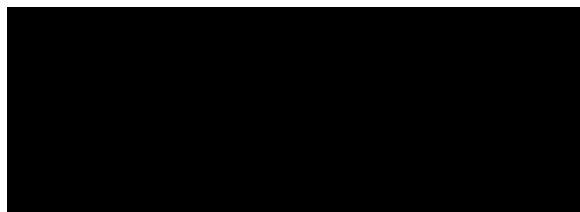
Once again, we are looking forward to you joining the Elite Academic Academy - Mountain Empire team, contributing to the Certificated Teaching Department, and personally growing with the School.

Sincerely,

DocuSigned by:

A4137E406BF5494...
Meghan
CEO

Date: 7/16/2021

AGREED TO AND ACCEPTED BY:



Date: 7/16/2021



Homeschool Teacher

Job Description

Position Title:	Homeschool Teacher
Reports To:	Homeschool Director (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187-224 days
Location:	Remote Office

Position Summary: *Elite Educators support students in meeting their educational goals and ensuring they are successful in an independent study environment. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Elite Educators are required to participate in all staff meetings and trainings. Elite Educators are expected to uphold the school's mission and shared values, philosophy, and policies and procedures. Elite Educators must carry and maintain a valid California teaching credential. Elite Educators must meet with K-8 students at least once every 35 days but communicate weekly. High School students will be supported weekly. Elite Educators may have to tutor students/support tutoring opportunities weekly if they are not making sufficient academic progress and an intervention plan is in effect.*

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.
- 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 Human Resources 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.
- Valid California Driver's License.

General Elite Educator Skills:

- Team player.
- Love of learning – a lifelong learner.

*Homeschool Teacher Job Description
Pending Board Approval*

- Ability to transmit passion for learning to students and families.
- Flexibility and accountability.
- 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.
- Computer and technology literacy.
- Willingness to research and become knowledgeable of curriculum and educational resources.
- Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
- Serve the student and parent's needs to the best of his/her ability without allowing his/her own convenience to interfere.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Professional Support:

The Elite Educator's goal is to ensure the academic success of each student on their roster. Elite Educators must meet with assigned students and parents to support the student's academic needs, and to facilitate adequate progress toward the common core state standards. This requires understanding the student/family goals and Elite Educators assist families in the development and execution of the goals. Elite Educators will work with students in all grade levels TK-12. For students in grades 6-12 this includes a knowledge of the high school requirements. Elite Educators will complete all educational and administrative duties, paperwork, and other tasks as needed to achieve this goal. Professional support is not limited to the school calendar days.

Elite Educator Responsibilities:

- Develop an educational plan with each family at the beginning of each learning period.
- Evaluate, update, and document student progress towards the educational plan and Common Core State Standards by examining the entire body of student learning at the monthly Academic Consultation and engaging the student through evaluative discussion and observation.
- Collect work samples each learning period and use those samples to create a record of each students' learning.
- Stay current with school policy and procedure.
- Complete the required paperwork and documentation for each student according to individual deadlines.
- Advise and support parents and students.
- Ensure students' academic needs are met by ordering, researching, and suggesting curriculum.
- Suggest and provide information regarding available educational opportunities.
- Proactively seek information on high school curriculum and course work.
- Stay current with UC A-G requirements, school policy and procedure.
- Work with Program Director to ensure high school requirements are being met.
- Design Custom High School Courses according to student need.
- Maintain an accurate online budget for each student-make sure funds are spent according to academic priority—curriculum, tutoring, and then enrichment.

- Communicate school information to the parents/students.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Attend IEP and other required meetings for assigned students.
- Use computer technology, email, the Internet, and other technology.
- Attend mandatory teacher trainings and weekly meetings/mentoring sessions.
- Complete online and other trainings as determined as necessary by the school.
- Proctor state mandated tests and administer any charter required assessments, such as the Scantron assessment.
- Support high school students and parents with high school planning.
- Evaluate student transcripts for graduation/completion purposes.
- May perform other duties commensurate with the functions and level of the position.

Paperwork and Documentation:

The Elite Educator must complete all paperwork and documentation necessary to serve each assigned student. Completed documentation must be submitted by specific due dates as specified by the school. The required documentation includes, but is not limited to, the following:

- Master Agreements and enrollment paperwork
- Attendance Reporting
- Assignment and Work Record (AWR) in School Pathways to document student learning--to be completed within two weeks after attendance has been taken
- Report Cards
- Portfolios(digital)
- Purchase Orders
- Checkout (performed after last day of school)
- High school plans and paperwork
- IEP paperwork
- Additional paperwork as needed

Advice and Support:

The Elite Educator is expected to serve students with varying needs. A broad base of educational knowledge as well as a thorough understanding of educational opportunities available through the school is necessary to support families adequately. This knowledge must include, but is not limited to, familiarity with the following:

- School and Common Core State Standards
- Curricular options to meet the standards
- Learning approaches and teaching philosophies
- School graduation requirements
- School and community in-services available
- Internet resources
- Distance learning
- Field Trips
- High School specific information

The Elite Educator is responsible for answering educational questions posed by their families, performing research, using the Elite Educator manual, and consulting their assigned local lead as needed.

Other Duties

- Proctoring duties as needed during the testing window.
- Plan two field trips per year and create educational materials to support the field trip. This includes but is not limited to worksheets to be completed on the field trip, before or after.
- 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.

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. The employee should be familiar with videochat platforms in order to support students virtually and attend meetings, as applicable.

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 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 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 public and private settings
- Indoor and outdoor in varying temperature

*Homeschool Teacher Job Description
Pending Board Approval*

- Employee must have available transportation and be able to drive up to 100 miles in a day

Employee Acknowledgement:

[Redacted Signature]

Employee Signature

[Redacted Name]

Printed Name

7/16/2021

Date

Pending Board Approval

Board Approved 05/06/2021



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - [SCHOOL]

Name: [New Hire]

in the position of

Title: [Position Title]

[DATE]

[NEW HIRE]

[HOME ADDRESS]

Dear [NEW HIRE],

We are pleased to offer you the position of full-time exempt [POSITION TITLE] Teacher with Elite Academic Academy- [SCHOOL] (the "School") commencing July 1, 2021 (please see below regarding employment start date), with 3 Professional Development days (DATES)). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are 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. They are as follows:

Your job duties are detailed in the attached job description (attached) and you will report to [SUPERVISOR TITLE], or designee.

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.

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. Accordingly, you will be paid a minimum annual salary of \$62,000 less applicable withholdings, for 187 days of work (see 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. You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Paid Leave of Absence: From July 1, 2021 through August 17, 2021 (the "Summer"), you are not expected to render teaching services to students. Therefore, during the Summer, you shall be on a paid leave of absence and will receive your regular salary and health insurance benefits during those months per the schedule noted above.

Salary increases and annual bonuses may be awarded at the end of each calendar year, 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 calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter 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. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School 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 CEO of the School.

It is a condition of your employment that you sign our 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.

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the

School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on 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 issued to persons unable to prove their presence in the United States is authorized under federal law, 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.

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.

This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

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 working days.

Once again, we are looking forward to you joining the Elite Academic Academy- [SCHOOL] team, contributing to the Certificated Teaching Department, and personally growing with the School.

Sincerely,

Meghan Freeman
CEO

Date: _____

AGREED TO AND ACCEPTED BY:

Employee: NAME

Signature: _____ Date: _____



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - [SCHOOL]

Name: [New Hire]

in the position of

Title: [Position Title]

[DATE]

[NEW HIRE]

[HOME ADDRESS]

Dear [NEW HIRE],

We are pleased to offer you the position of full-time exempt [POSITION TITLE] Teacher with Elite Academic Academy- [SCHOOL] (the "School") commencing July 1, 2021 including 3 Professional Development days (DATE, DATE, AND DATE). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are 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. They are as follows:

Your job duties are detailed in the attached job description (attached) and you will report to [SUPERVISOR TITLE], or designee.

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.

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. Accordingly, you will be paid a minimum annual salary of \$74,000 less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above), 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. You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, 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 calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter 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. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School 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 CEO of the School.

It is a condition of your employment that you sign our 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.

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on 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 issued to persons unable to prove their presence in the United States is authorized under federal law, 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.

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.

This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

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 working days.

Once again, we are looking forward to you joining the Elite Academic Academy- [SCHOOL] team, contributing to the Certificated Teaching Department, and personally growing with the School.

Sincerely,

Meghan Freeman
CEO

Date: _____

AGREED TO AND ACCEPTED BY:

Employee: NAME

Signature: _____ Date: _____



CERTIFICATED NOTICE OF EMPLOYMENT

I hereby accept this offer of employment (as outlined in the attached job description) and agree to comply fully with each and every condition thereof, and to fulfill faithfully all of the duties of employment as **TITLE** of Elite Academic Academy-School for the 2021-2022 school year.

The terms of your employment offer are conditioned upon the receipt of proof of legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks.

It is understood that the period of employment will be from July 1, 2021 - June 30, 2022.

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. Accordingly, you will be paid a minimum annual salary of \$125,000, less applicable withholdings for 232 days of work (see 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.

Compensation is payable at the rate of \$10,416.67 per calendar month to be paid at the end of each month. You will accrue 15 vacation days per year (1.25 per month), verified by your work calendar that must be used by the end of the contracted year, with a maximum of a 5-day rollover. The **TITLE** will also accrue sick days (as outlined in the Employee Handbook), as well as STRS retirement benefits.

You will also receive a stipend of \$250 a month for travel and mileage (in lieu of mileage reimbursement).

It is understood that the charter will offer health and welfare benefits, totaling \$10,800 and that you may purchase one of the employee welfare benefits consisting of medical, dental, and vision insurance benefits offered through the Charter providers. You may opt out of medical insurance provided by the charter and retain the monthly allotment of

\$200.

Notwithstanding any other provisions of this Agreement, the Board, at its sole discretion, shall upon giving thirty (30) days' written notice, have the option to terminate this agreement without cause. Within the 30-day notice period, the **TITLE** shall have the opportunity to propose a cure and correction plan to the CEO, and the Board shall have the sole discretion to allow the **TITLE** to implement the cure and correction plan. If the Board elects the option to terminate this agreement, however, it shall pay the **TITLE** in one (1) lump sum payment within one hundred twenty (120) days of giving written notice of termination, an amount equal to the lesser of the salary for a period of three (3) months or the salary for the number of months remaining on the agreement, if such remainder is less than three (3) months. In addition, the health benefits will be maintained by the charter school covering the same length of time or until the **TITLE** finds other employment, whichever is less. The calculation for purposes of the lump sum payment shall not include any payment for vacation that would have been earned following thirty (30) days after the date of the notice of termination. If this agreement is terminated for cause, none of the aforementioned benefits will apply and the employee will forfeit any claims.

It is a condition of your employment that you sign our 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.

It is also a condition of your employment that you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School (please refer to the Employee Handbook for this document).

This offer of employment is subject to the laws of the State of California and Rules and Regulations of the State Board of Education and the Governing Board of the Charter. The terms and conditions set forth herein may be changed at any time by mutual consent of the contracting parties. The terms and conditions set forth herein may be changed at any time by mutual consent of the contracting parties. In the event that ADA declines or projections are not met after P1/P2 certification, resulting in a declining ending fund balance, the CEO reserves the right to re-negotiate and adjust the financial terms of the contract within 30 days of a written notice. The CEO reserves the right to make any assignment that your credential authorizes and to change that assignment at its discretion. The above salary rate is subject to review (upward or downward) of official transcripts and if verified experience does not agree with the unofficial information supplied in your application.

If you wish to accept this offer of employment, please sign and return **within 5 days**.

Date:

Signed: _____

Meghan Freeman - CEO

Date:

Signed: _____

NAME

Director of _____



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter-**NAME OF COMPANY**

Name: **EMPLOYEE NAME**

in the position of

Title: **POSITION**

DATE:

EMPLOYEE NAME:

HOME ADDRESS:

Dear **EMPLOYEE**,

We are pleased to offer you the position of **Full Time (Exempt)** commencing **DATE**. We are delighted you chose to join the Elite Academic Academy - **NAME OF COMPANY** (the "School") team and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are 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. They are as follows:

1. Your job duties are detailed in the attached job description ("Exhibit A") and you will report to the **SUPERVISOR TITLE**, or designee. A copy of your job description, attached hereto as Exhibit A, is incorporated by reference herein. The duties set forth in that job description may be amended from time to time at the sole discretion of the School.
2. 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 which shall include:
 - a. Fulfilling the functions enumerated in the job description attached hereto;
 - 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 sole discretion and judgment to effectuate the purposes of this Agreement. You understand that the School may at times make assignments that are in addition to those expressly described in

this Agreement;

- c. Attending any scheduled School events or training or planning sessions before or during the school year; 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.
3. You agree that you will not render services in person or by electronic means, paid or otherwise, for any other entity during your work hours for the School.
 4. 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. Accordingly, you will be paid a minimum annual salary of \$125,000 less applicable withholdings for 232 days of work (see 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. You will also receive a stipend of \$250 a month for travel and mileage (in lieu of mileage reimbursement). You will be paid once a month on or before the 26th of each month. Please refer to the attached payroll calendar to confirm your exact pay dates.

Salary increases and annual bonuses may be awarded at the end of each calendar year, 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 calendar year.

5. 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.
6. You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of vacation and sick pay, and California State Teachers Retirement System, (as outlined in the School's Employee Handbook).
7. The charter 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. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the

Health and Welfare benefits, after one month of employment.

8. Your employment at the School 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.
9. It is a condition of your employment that you sign the School's Arbitration Agreement 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 .
10. It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.
11. The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on 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 issued to persons unable to prove their presence in the United States is authorized under federal law, 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.
12. 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.
13. This Agreement, 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.

14. 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 7 days.

Once again, we are looking forward to you joining the Elite Academic team, contributing to the [DEPARTMENT] and personally growing with the School.

Sincerely,

Meghan Freeman
CEO/Designee Signature:

Date:

AGREED TO AND ACCEPTED BY: Employee Name

Employee Signature:

Date:

Address:

Telephone:



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter-**NAME OF COMPANY**

Name: **EMPLOYEE NAME**

in the position of

Title: **POSITION**

DATE:

EMPLOYEE NAME:

HOME ADDRESS:

Dear **EMPLOYEE**,

We are pleased to offer you the position of **Full Time (Exempt)** commencing **DATE**. We are delighted you chose to join the Elite Academic Academy - **NAME OF COMPANY** (the "School") team and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are 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. They are as follows:

1. Your job duties are detailed in the attached job description ("Exhibit A") and you will report to the **SUPERVISOR TITLE**, or designee. A copy of your job description, attached hereto as Exhibit A, is incorporated by reference herein. The duties set forth in that job description may be amended from time to time at the sole discretion of the School.
2. 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 which shall include:
 - a. Fulfilling the functions enumerated in the job description attached hereto;
 - 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 sole discretion and judgment to effectuate the purposes of this Agreement. You understand that the School may at times make assignments that are in addition to those expressly described in

this Agreement;

- c. Attending any scheduled School events or training or planning sessions before or during the school year; 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.
3. You agree that you will not render services in person or by electronic means, paid or otherwise, for any other entity during your work hours for the School.
4. 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. Accordingly, you will be paid a minimum annual salary of \$125,000 less applicable withholdings for 232 days of work (see 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. You will also receive a stipend of \$250 a month for travel and mileage (in lieu of mileage reimbursement). You will be paid once a month on or before the 26th of each month. Please refer to the attached payroll calendar to confirm your exact pay dates.
5. 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.
6. You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of vacation and sick pay (as outlined in the School's Employee Handbook).
7. The charter 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. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.
8. Your employment at the School 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.

9. It is a condition of your employment that you sign the School’s Arbitration Agreement 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 .
10. It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School’s trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.
11. The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on 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 issued to persons unable to prove their presence in the United States is authorized under federal law, 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.
12. 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.
13. This Agreement, 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.
14. 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 7 days.

Once again, we are looking forward to you joining the Elite Academic team, contributing to the [DEPARTMENT] and personally growing with the School.

Sincerely,

Meghan Freeman
CEO/Designee Signature:

Date:

AGREED TO AND ACCEPTED BY: Employee Name

Employee Signature:

Date:

Address:

Telephone:



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - **COMPANY NAME**

Name: **EMPLOYEE NAME**

in the position of

Title: **POSITION**

DATE

NAME:

HOME ADDRESS:

Dear **NAME**,

We are pleased to offer you the position of **Full -Time (NON-Exempt)** _____ with Elite Academic Academy – **COMPANY NAME** (the “School”) commencing **July 1, 2021**. We are delighted you chose to join the Elite Academic Academy team and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the “Agreement”), and are 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. They are as follows:

1. Your job duties are detailed in the attached job description (“Exhibit A”) and you will report to the **SUPERVISOR**. A copy of your job description, attached hereto as Exhibit A, is incorporated by reference herein. The duties set forth in that job description may be amended from time to time at the sole discretion of the School.
2. 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 which shall include:
 - a. Fulfilling the 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. You understand that the School may at times make assignments that are in addition to those expressly described in this Agreement.

- 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.
3. 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.
4. 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. Accordingly, you will be paid a minimum rate of **\$RATE** an hour for all regular hours worked, less applicable withholdings, for **239** days of work (see attached calendar), 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. We anticipate that there will be occasions when we will ask you to work overtime. All overtime hours must be approved in advance by your supervisor. 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^h and 26th of each month. Human Resources will confirm your exact pay dates.
5. You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of vacation and sick pay (as outlined in the School's Employee Handbook)
6. The charter 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. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.
7. You shall be provided with 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.
8. 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.
9. 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.

10. It is a condition of your employment that you sign the School’s Arbitration Agreement 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. It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the school’s trade secret, confidential and proprietary information as well as an assignment to Elite Academic Academy of the ideas, concepts and other intellectual property that you create while you are employed by the school (please refer to the Employee Handbook for this document).
12. The School is an equal opportunity employer. Company policy prohibits discrimination, retaliation, or harassment based on practices, national origin, including language use and possession of a driver’s license issued to persons unable to prove their presence in the United States is authorized under federal law, 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. 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. This Agreement, 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.
15. 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 7 days.

Once again, we are looking forward to you joining the Elite Academic Team, contributing to the

DEPARTMENT, and personally growing with the School.

Sincerely,

Meghan Freeman, CEO

CEO/Designee Signature:

Date:

AGREED TO AND ACCEPTED BY:

EMPLOYEE NAME

Employee Signature:

Date:

Address:

Telephone:



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - **COMPANY NAME**

Name: **EMPLOYEE NAME**

in the position of

Title: **POSITION**

DATE

NAME:

HOME ADDRESS:

Dear **NAME**,

We are pleased to offer you the position of **Full -Time (NON-Exempt)** _____ with Elite Academic Academy – **COMPANY NAME** (the “School”) commencing **DATE**. We are delighted you chose to join the Elite Academic Academy team and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the “Agreement”), and are 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. They are as follows:

1. Your job duties are detailed in the attached job description (“Exhibit A”) and you will report to the **SUPERVISOR**. A copy of your job description, attached hereto as Exhibit A, is incorporated by reference herein. The duties set forth in that job description may be amended from time to time at the sole discretion of the School.
2. 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 which shall include:
 - a. Fulfilling the 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. You understand that the School may at times make assignments that are in addition to those expressly described in this Agreement.

- 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.
3. 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.
4. 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. Accordingly, you will be paid a minimum annual salary of \$RATE; which is a monthly salary of \$____, and is \$____ per pay period, less applicable withholdings for 239 days of work (see 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. We anticipate that there will be occasions when we will ask you to work overtime. All overtime hours must be approved in advance by your supervisor. 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. Please refer to the attached payroll calendar to confirm your exact pay dates.
5. You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of vacation and sick pay (as outlined in the School's Employee Handbook)
6. The charter 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. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.
7. You shall be provided with 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.
8. 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.
9. 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.

10. It is a condition of your employment that you sign the School’s Arbitration Agreement 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. It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the school’s trade secret, confidential and proprietary information as well as an assignment to Elite Academic Academy of the ideas, concepts and other intellectual property that you create while you are employed by the school (please refer to the Employee Handbook for this document).
1. The School is an equal opportunity employer. Company policy prohibits discrimination, retaliation, or harassment based on practices, national origin, including language use and possession of a driver’s license issued to persons unable to prove their presence in the United States is authorized under federal law, 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.
12. 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.
13. This Agreement, 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.
14. 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 7 days.

Once again, we are looking forward to you joining the Elite Academic Team, contributing to the

DEPARTMENT, and personally growing with the School.

Sincerely,

Meghan Freeman, CEO

CEO/Designee Signature:

Date:

AGREED TO AND ACCEPTED BY:

EMPLOYEE NAME

Employee Signature:

Date:

Address:

Telephone:



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - **COMPANY NAME**

Name: **EMPLOYEE NAME**

in the position of

Title: **POSITION**

DATE

NAME:

HOME ADDRESS:

Dear **NAME**,

We are pleased to offer you the position of **Part-Time (NON-Exempt)** _____ with Elite Academic Academy – **COMPANY NAME** (the “School”) commencing **DATE**. We are delighted you chose to join the Elite Academic Academy team and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the “Agreement”), and are 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. They are as follows:

1. Your job duties are detailed in the attached job description (“Exhibit A”) and you will report to the **SUPERVISOR TITLE**, or designee. A copy of your job description, attached hereto as Exhibit A, is incorporated by reference herein. The duties set forth in that job description may be amended from time to time at the sole discretion of the School.
2. 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 which shall include:
 - a. Fulfilling the 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. You understand that the School may at times make assignments that are in addition to those expressly described in this Agreement.

- 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.
- 3. 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.
- 4. 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. Accordingly, you will be paid a minimum rate of \$RATE an hour for all regular hours worked, for a maximum of 20 hours per week, less applicable withholdings, for 224 days of work (see attached calendar), 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. 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. 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^h and 26th of each month. Human Resources will confirm your exact pay dates.
- 5. As a part-time employee you will not generally be eligible for benefits, except for those required by law such as paid sick time, and California State Teachers Retirement System.
- 6. You shall be provided with 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.
- 7. You are required to record your time via our timekeeping system, 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.
- 8. 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.

9. It is a condition of your employment that you sign the School's Arbitration Agreement 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.
10. It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the school's trade secret, confidential and proprietary information as well as an assignment to Elite Academic Academy of the ideas, concepts and other intellectual property that you create while you are employed by the school.
1. The School is an equal opportunity employer. Company policy prohibits discrimination, retaliation, or harassment based on practices, national origin, including language use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law, 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.
11. 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.
12. This Agreement, 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.
13. 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 7 days.

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

Sincerely,

Meghan Freeman, CEO

CEO/Designee Signature:

Date:

AGREED TO AND ACCEPTED BY:

EMPLOYEE NAME

Employee Signature:

Date:

Address:

Telephone:



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - **COMPANY NAME**

Name: **EMPLOYEE NAME**

in the position of

Title: **POSITION**

DATE

NAME:

HOME ADDRESS:

Dear **NAME**,

We are pleased to offer you the position of **Part-Time (NON-Exempt)** _____ with Elite Academic Academy – **COMPANY NAME** (the “School”) commencing **DATE**. We are delighted you chose to join the Elite Academic Academy team and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the “Agreement”), and are 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. They are as follows:

1. Your job duties are detailed in the attached job description (“Exhibit A”) and you will report to the **SUPERVISOR TITLE**, or designee. A copy of your job description, attached hereto as Exhibit A, is incorporated by reference herein. The duties set forth in that job description may be amended from time to time at the sole discretion of the School.
2. 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 which shall include:
 - a. Fulfilling the 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. You understand that the School may at times make assignments that are in addition to those expressly described in this Agreement.

- 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.
- 3. 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.
- 4. 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. Accordingly, you will be paid a minimum rate of \$RATE an hour for all regular hours worked, for a maximum of 20 hours per week, less applicable withholdings, for 239 days of work (see attached calendar), 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. 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. 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^h and 26th of each month. Human Resources will confirm your exact pay dates.
- 5. As a part-time employee you will not generally be eligible for benefits, except for those required by law such as paid sick time.
- 6. You shall be provided with 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.
- 7. You are required to record your time via our timekeeping system, 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.
- 8. 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.

9. It is a condition of your employment that you sign the School's Arbitration Agreement 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.
10. It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the school's trade secret, confidential and proprietary information as well as an assignment to Elite Academic Academy of the ideas, concepts and other intellectual property that you create while you are employed by the school.
11. The School is an equal opportunity employer. Company policy prohibits discrimination, retaliation, or harassment based on practices, national origin, including language use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law, 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.
12. 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.
13. This Agreement, 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.
14. 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 7 days.

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

Sincerely,

Meghan Freeman, CEO

CEO/Designee Signature:

Date:

AGREED TO AND ACCEPTED BY:

EMPLOYEE NAME

Employee Signature:

Date:

Address:

Telephone:

EAA 2021/2022 Staffing Calendar - New Hire 224 Day (12 month) Employees

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			
					1	2	3	1	2	3	4	5	6	7													1	2	7/1	Contract Start Date
4	5	6	7	8	9	10		8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9	7/1	First Day of School
11	12	13	14	15	16	17		15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	7/4	Independence Day Holiday
18	19	20	21	22	23	24		22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	9/6	Labor Day Holiday
25	26	27	28	29	30	31		29	30	31					26	27	28	29	30			24	25	26	27	28	29	30	11/11	Veteran's Day Holiday
																						31							11/22 - 11/26	Thanksgiving Break
																												12/20 - 12/31	Winter Break	
																												1/17	MLK Day Holiday	
																												2/18 - 2/21	Presidents' Day Weekend	
																												3/14 - 3/18	Spring Break	
																												5/30	Memorial Day	
																												6/7	Last Day of School - Tradition	
																												6/16	Last Day of School - Year Round	
																												6/30	Contract End Date	

MARCH							APRIL							MAY							JUNE							Key	
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		
																													Contract Start and End Dates
																													First & Last Day of School
																													Paid Holidays (FT only)
																													Non-Contract Days
																													New Hire Teacher Training Days
																													Professional Development Days

Pending Board Approval

Elite Academic Academy - Mountain Empire						
Charter School Capital Funding Proposal - July 30, 2021						
						Annualized
Funding Date	Maturity Date	# Days Outstanding	Loan Amount	Interest Cost	Repayment Amount	Interest Rate
8/23/21	11/15/21	84	\$378,134.00	\$5,366.00	\$383,500.00	6.08%
8/23/21	12/15/21	114	\$375,928.00	\$7,272.00	\$383,200.00	6.11%
8/23/21	1/15/22	145	\$373,963.00	\$9,237.00	\$383,200.00	6.13%
8/23/21	2/15/22	176	\$371,988.00	\$11,212.00	\$383,200.00	6.17%
			\$1,500,013.00	\$33,087.00	\$1,533,100.00	



FUNDING PROPOSAL

prepared for

Elite Academic Academy

July 28, 2021

TERMS SHEET



FOR DISCUSSION PURPOSES ONLY PRELIMINARY SUMMARY OF TERMS FOR RECEIVABLES PURCHASE FACILITY

PURCHASER	Charter School Capital, Inc. (or an affiliate of Charter School Capital, Inc.)
SELLERS	<p>Elite Academic Academy, a California nonprofit corporation that operates the following school(s):</p> <ul style="list-style-type: none"> • Elite Academic - Mountain Empire • Elite Academic - Lucerne
RECEIVABLES PURCHASE FACILITY: ANTICIPATED USAGE	<p>Up to \$10,492,000 of expected receivables financing outstanding at any one time based on School Year 2021 P2 Attendance Reports for [Mountain Empire and Lucerne] of 1,223.80 Average Daily Attendance. Financing will be applied to each school in the following schedule:</p> <ul style="list-style-type: none"> • Mountain Empire \$5,686,000 • Lucerne \$4,806,000 <p>NOTE: The amount of expected receivables financing outstanding at any one time and the amount of receivables purchased under such Receivables Purchase Facilities will generally vary proportionately with future P1 and P2 counts for each School, any changes to funding levels and/or formulas with regards to funding related to, or based on attendance at, each School and any deferments, delays, accelerations and rescheduling of such funding payments.</p>
EFFECTIVE FINANCING RATE:	<p>The Effective Rate for each of the Receivables Purchases will be at 5.99% for all FY22 receivables. Effective financing rates shall cease to apply under the Receivables Purchase Facility should Seller elect to obtain financing through other third party providers, but may continue after first providing thirty days prior written notice to Charter School Capital.</p>
PROGRAM FEE:	No Program Fee will be charged.
PAYMENT INTERCEPT:	<p>Seller will maintain a Control Account in Seller's name into which each School's receivables shall be deposited, which deposit account shall be governed by an Account Control Agreement among Seller, Purchaser and the depository bank named therein. After collection of amounts owing to Purchaser under the receivables purchase facility, all remaining funds shall be distributed to Seller via electronic transfer.</p>

*Actual financing is subject to completion of due diligence, the execution and delivery of a receivables purchase agreement and related documentation, and the satisfaction of all the conditions to closing specified in the receivables purchase agreement.

This Funding Proposal has been prepared for your school on a confidential basis, is the property of Charter School Capital, and shall not be distributed to any third party without the express prior written consent of Charter School Capital.

Copyright © 2020 Charter School Capital, Inc. CHARTER SCHOOL CAPITAL and related logos are trademarks of Charter School Capital, Inc.
All rights reserved.

Loans made or arranged pursuant to a California Finance Lenders Law license #603F028

FUNDING ESTIMATE

CONFIDENTIAL

Funding Estimate for Elite Academic Academy - Mountain Empire

07/30/21

Thank you for requesting information from the Charter School Capital team to support the educational efforts at Elite Academic Academy - Mountain Empire. Below please find the information requested.

Our team is committed to your success. We are here to help you access, leverage, and sustain the resources you need to thrive, so you can focus on what matters most – educating students. Since 2007, we have put more than \$2.5 billion to work for 800+ charter schools educating more than 1,550,000 students nationwide. We look forward to supporting your charter school.

Questions? Please contact:

Michelle Lohner - (971) 276-4579

mlohner@charterschoolcapital.org

Elite Academic Academy - Mountain Empire

Receivable	Target Funding Date	Gross Receivable Value	Initial Purchase Face Value	Max Def. Purchase Price	Discount	Discount %	Upfront Purchase Price
October LCFF FY21-22	08/23/2021	\$ 465,911	\$ 383,500	\$ 82,411	\$ 5,366	1.40%	\$ 378,134
November LCFF FY21-22	08/23/2021	\$ 465,911	\$ 383,200	\$ 82,711	\$ 7,272	1.90%	\$ 375,928
December LCFF FY21-22	08/23/2021	\$ 465,911	\$ 383,200	\$ 82,711	\$ 9,237	2.41%	\$ 373,963
January LCFF FY21-22	08/23/2021	\$ 465,911	\$ 383,200	\$ 82,711	\$ 11,212	2.93%	\$ 371,988
Total		\$1,863,644	\$1,533,100	\$330,544	\$33,087	2.16%	\$1,500,013

Initial Purchase Face	\$ 1,533,100
Discount	\$ 33,087
Upfront Purchase Price	\$ 1,500,013
Program Fee	\$ 0
Transaction Fee	\$ 0
Total Fees	\$ 0
Net to School	\$ 1,500,013

Estimates only. To be finalized at closing.

Important Information

CONFIDENTIALITY: This Funding Estimate has been prepared for your school on a confidential basis. This Funding Estimate is the property of Charter School Capital and shall not be distributed to any third party without the express prior written consent of Charter School Capital.





FUNDING ESTIMATE

CONFIDENTIAL

1. The price at which Charter School Capital can purchase Receivables is based on short-term interest rates, including the official London Interbank Offered Rate, or LIBOR, and the Prime Rate, and any other interest rate as may be applicable to Purchaser from time to time and the characteristics of the Receivables to be purchased. The payment to your school will be based on realized attendance and the then-prevailing rate.
2. The Funding Estimate is based on an estimate of projected Receivables. This Funding Estimate is only a preliminary assessment, not a promise or guarantee to provide funding. Charter School Capital relies primarily on the credit markets to provide funds to charter schools. These markets necessarily carry risk regarding the timing and availability of funds. In addition, the actual financing is subject to completion of our due diligence, the execution and delivery of a receivables purchase agreement and related documentation, and the satisfaction of all the conditions to closing specified in the receivables purchase agreement.

Funding made or arranged pursuant to California Finance Lenders Law license #603F028,
and Florida Commercial Collection Agency (FCCA) license #COM9900288.

CONFIDENTIALITY: This Funding Estimate has been prepared for your school on a confidential basis. This Funding Estimate is the property of Charter School Capital and shall not be distributed to any third party without the express prior written consent of Charter School Capital.

[illegible]

Elite Academic Academy				
Allocation of Compensation & Benefits				
FY 2020-21				
	LU	ME	Total	
Wages	\$2,413,240	\$2,816,266	\$5,229,506	
Benefits:				
Health Insur	\$191,720	\$228,830	\$420,550	
STRS	\$320,278	\$372,927	\$693,205	
Social Security	\$19,793	\$21,289	\$41,082	
Medicare	\$31,822	\$37,204	\$69,026	
Workers Comp	\$20,425	\$23,837	\$44,262	
403b	\$3,757	\$4,041	\$7,798	
Total Benefits	\$587,796	\$688,127	\$1,275,923	
Total Wages & Benefits	\$3,001,036	\$3,504,393	\$6,505,429	

		45.59%	54.41%	46.20%	53.80%	48.18%	51.82%	46.10%	53.90%	46.15%	53.85%	48.18%	51.82%
		\$191,720	\$228,830	\$320,278	\$372,927	\$19,793	\$21,289	\$31,822	\$37,204	\$20,425	\$23,837	\$3,757	\$4,041
		LU	ME	LU	ME	LU	ME	LU	ME	LU	ME	LU	ME
		Health Insur	Health Insur	STRS	STRS	Social Security	Social Security	Medicare	Medicare	Workers Comp	Workers Comp	403b	403b
17	Waithe, Monique	\$5,058	\$5,440	\$9,690	\$10,423	\$0	\$0	\$832	\$895	\$526	\$566		
14	Clark, Susan	\$5,202	\$5,595	\$6,200	\$6,669	\$0	\$0	\$519	\$559	\$345	\$371		
64	Colon, Edwin	\$5,959	\$4,682	\$6,650	\$5,225	\$0	\$0	\$554	\$435	\$358	\$282		
58	Steele, Ashly	\$5,192	\$5,585	\$4,860	\$5,228	\$0	\$0	\$403	\$434	\$263	\$283		
114	Zitney, Sara Elizabeth	\$4,351	\$4,680	\$5,760	\$6,196	\$0	\$0	\$480	\$517	\$311	\$334		
36	Heredia, Adrian	\$0	\$0	\$0	\$0	\$78	\$84	\$18	\$20	\$11	\$11		
71	Stoneff M. Ed, Candice	\$0	\$0	\$330	\$17	\$0	\$0	\$11	\$1	\$7	\$0		
135	Hedge, Michelle	\$3,923	\$4,220	\$6,167	\$6,633	\$0	\$0	\$539	\$580	\$349	\$375		
134	Robinson, Diana	\$2,812	\$3,024	\$6,215	\$6,685	\$0	\$0	\$553	\$595	\$351	\$378		
51	Clifford, Samantha E	\$0	\$0	\$778	\$837	\$0	\$0	\$71	\$77	\$43	\$46		
136	Rodriguez, Cecilia I	\$11	\$22	\$2,504	\$5,218	\$0	\$0	\$235	\$489	\$140	\$292		
285	Thomas, Melvin	\$2,006	\$2,157	\$0	\$0	\$581	\$625	\$136	\$146	\$106	\$114		
295	Gray, Nathan	\$0	\$0	\$0	\$0	\$221	\$238	\$52	\$56	\$30	\$32		
290	Thomas, Jaclyn	\$0	\$0	\$0	\$0	\$167	\$179	\$39	\$42	\$23	\$24		
304	Aguiniga-Campos, Javier	\$0	\$0	\$156	\$168	\$0	\$0	\$15	\$16	\$9	\$9		
305	Esposito, Bert	\$0	\$0	\$156	\$168	\$0	\$0	\$15	\$16	\$9	\$9		
302	Nochez, Diana	\$0	\$0	\$0	\$0	\$34	\$36	\$8	\$8	\$5	\$5		
309	Hutchins, Jaclyn	\$0	\$0	\$0	\$0	\$24	\$25	\$6	\$6	\$3	\$3		
310	Noonan, Kendall	\$0	\$0	\$0	\$0	\$13	\$14	\$3	\$3	\$2	\$2		
296	Rafferty, Maureen	\$0	\$0	\$0	\$0	\$8	\$9	\$2	\$2	\$1	\$1		
MOUNTAIN	MOUNTAIN												
Employee #	Name												
208	Wood, Michelle	\$4,858	\$5,225	\$6,200	\$6,668	\$0	\$0	\$525	\$565	\$338	\$363		
260	Alexander, Summer	\$791	\$9,885	\$881	\$11,011	\$0	\$0	\$72	\$903	\$47	\$592		
263	Bobczynski, Amanda	\$752	\$809	\$6,224	\$6,694	\$0	\$0	\$525	\$565	\$338	\$363		
281	Carpenter MA, Shannon	\$3	\$3	\$1,113	\$1,197	\$0	\$0	\$90	\$96	\$58	\$63		
213	Damianos, Sarah Joseph	\$0	\$10,852	\$0	\$10,599	\$0	\$0	\$0	\$856	\$0	\$572		
219	Diaz, Shelley	\$0	\$52	\$0	\$10,728	\$0	\$0	\$0	\$964	\$0	\$592		

[illegible]



Sourcewell (formerly known as NJPA) State & Local FMV Lease

--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Elite Academic Academy

Tax ID # (FEIN/TIN)

824453363

Sold-To: Address

43385 Business Park DrSte 130, Temecula, CA, 92590-5517, US

Sold-To: Contact Name

Takeisha Bradley

Sold-To: Contact Phone #

(866) 354-8302

Sold-To: Account #

0018415299

Bill-To: Address

43385 Business Park DrSte 130, Temecula, CA, 92590-5517, US

Bill-To: Contact Name

Takeisha Bradley

Bill-To: Contact Phone #

(866) 354-8302

Bill-To: Account #

0018415299

Bill-To: Email

tbradley@eliteacademic.com

Ship-To: Address

43385 Business Park DrSte 130, Temecula, CA, 92590-5517, US

Ship-To: Contact Name

Takeisha Bradley

Ship-To: Contact Phone #

(866) 354-8302

Ship-To: Account #

0018415299

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROWEB	SendPro Web
1	HS9F	SendPro Networked Sendkit
	NOIT	Client Self-Install
	PTIP	SendPro Networked Printer Installation
1	SPMAILSTATION	SendPro Mailstation
1	HZ00	SendPro Mailstation with 5 lb Scale
1	PTJ1	SendPro Online
1	PTJ8	SendPro Mailing Included W/ HW
1	PTJN	Single User Access
1	PTKN	SendPro Mailstation Stamps 1 User
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro Mailstation)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
12	\$ 53.97	\$ 161.91
48	\$ 55.04	\$ 165.12

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- () Tax Exempt Certificate Attached
() Tax Exempt Certificate Not Required
() Purchase Power® transaction fees included
() Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including the NJPA Contract Number 041917-PIT, effective date May 17, 2017 and the State and Local Fair Market Value Lease Terms (including the Pitney Bowes Terms) (Version 2/20) which is available at <http://www.pb.com/states/njpa> and is incorporated by reference (the "Agreement"). You acknowledge that, except for non-appropriation, you may not cancel this lease for any reason and that all payment obligations are unconditional. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you to either provide proof of insurance or participate in the ValueMAX® requirement protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

E-Signed : 01/19/2021 05:41 PM EST	
<i>Meghan Freeman</i>	
mfreeman@eliteacademic.com	
Title: CEO	
IP: 66.135.75.128	
Certifi Electronic Signature	
DocID: 20210115130800206	

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

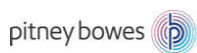
Print Name

Title

Date

Sales Information

Rondielle Frye	rondielle.frye@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance



Sourcewell (formerly known as NJPA) State & Local FMV Lease

--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Elite Academic Academy

Tax ID # (FEIN/TIN)

824453363

Sold-To: Address

43385 Business Park DrSte 130, Temecula, CA, 92590-5517, US

Sold-To: Contact Name

Takeisha Bradley

Sold-To: Contact Phone #

(866) 354-8302

Sold-To: Account #

0018415299

Bill-To: Address

43385 Business Park DrSte 130, Temecula, CA, 92590-5517, US

Bill-To: Contact Name

Takeisha Bradley

Bill-To: Contact Phone #

(866) 354-8302

Bill-To: Account #

0018415299

Bill-To: Email

tbradley@eliteacademic.com

Ship-To: Address

43385 Business Park DrSte 130, Temecula, CA, 92590-5517, US

Ship-To: Contact Name

Takeisha Bradley

Ship-To: Contact Phone #

(866) 354-8302

Ship-To: Account #

0018415299

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROWEB	SendPro Web
1	HS9F	SendPro Networked Sendkit
	NOIT	Client Self-Install
	PTIP	SendPro Networked Printer Installation
1	SPMAILSTATION	SendPro Mailstation
1	HZ00	SendPro Mailstation with 5 lb Scale
1	PTJ1	SendPro Online
1	PTJ8	SendPro Mailing Included W/ HW
1	PTJN	Single User Access
1	PTKN	SendPro Mailstation Stamps 1 User
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro Mailstation)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
12	\$ 53.97	\$ 161.91
48	\$ 55.04	\$ 165.12

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- () Tax Exempt Certificate Attached
() Tax Exempt Certificate Not Required
() Purchase Power® transaction fees included
() Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including the NJPA Contract Number 041917-PIT, effective date May 17, 2017 and the State and Local Fair Market Value Lease Terms (including the Pitney Bowes Terms) (Version 2/20) which is available at <http://www.pb.com/states/njpa> and is incorporated by reference (the "Agreement"). You acknowledge that, except for non-appropriation, you may not cancel this lease for any reason and that all payment obligations are unconditional. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you to either provide proof of insurance or participate in the ValueMAX® requirement protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

E-Signed : 01/19/2021 05:42 PM EST

Meghan Freeman

mfreeman@eliteacademic.com
Title: CEO
IP: 66.135.75.128

Sertifi Electronic Signature
DocID: 20210115130421753

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Rondielle Frye

rondielle.frye@pb.com

Account Rep Name

Email Address

PBGFS Acceptance



**ELITE ACADEMIC ACADEMY – Mountain Empire
RESOLUTION # 21220004**

**RESOLUTION AUTHORIZING PAYMENT TO PITNEY BOWES FOR USE OF
PROGRAM**

WHEREAS, it is determined to be in the best interest of Elite Academic Academy - Mountain Empire to allow them to reduce the cost of their shipping student and staff curriculum and supplies;

WHEREAS, Elite Academic Academy – Mountain Empire has a contract with Pitney Bowes;

WHEREAS, Pitney Bowes allows us to transfer money to a secured account for staff to access funds to ship necessary items;

WHEREAS, it would be in the best interest of Elite Academic Academy - Mountain Empire to give the CEO, Meghan Freeman, authority to transfer money from the Elite Academic Academy-Mountain Empire account to the secure Pitney Bowes account during busy shipping months;

WHEREAS, the amount the board would authorize the CEO, Meghan Freeman, to transfer monies would not exceed \$20,000 per transaction;

NOW THEREFORE, BE IT RESOLVED that:

The CEO has authority to transfer up to \$20,000 per transaction to the secured Pitney Bowes account to ensure timely shipping of student and staff curriculum and supplies.

PASSED AND ADOPTED this the 5th day of August, 2021, at the regular meeting of the Board of Directors of Elite Academic Academy - Mountain Empire.

[illegible]

I, _____, Secretary of the Board of Directors of Elite Academic Academy - Mountain Empire of the Mountain Empire Unified School District in San Diego County, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said board at the regularly scheduled and conducted meeting held at the time and place stated, which resolution is on file in the office of said board.

X _____
Secretary of the Board of Directors
Elite Academic Academy – Mountain Empire

Date Signed: _____



PHASE II PROPOSAL

ELITE ACADEMIC

ACADEMY'S TUTOR

PROGRAM

Neesha N. Rahim

CEO of TutorChat

July 9, 2021

WHAT THIS PROPOSAL IS ABOUT:

NEXT LEVEL GROWTH

We're thrilled to present this next set of opportunities to you. It has been a joy to work with your team and we are committed to helping you maximize the growth of your current in-house tutoring program.

Our intention now two-fold:

1. To pave the way for easy, wide-scale adoption of the system that we've built together, integrate user feedback to maximize benefits to all stakeholders — the students (tutees), their parents, adult tutors, and teachers,
2. And to build a CTE Pathway for your high school students that empowers them to learn & practice future-proof skills while making a real impact on your community of students.



CURRENT TUTORING PROGRAM

Goal: Wide Scale Adoption

Objective

01

FACILITATE OPTIMAL USE OF TECH

Refine the Platform to Create the Best User Experience

WHAT IT IS

A strategic approach to beta testing and refining the system for usability, design, and functionality based on real, live user feedback (beyond the admin team)

WHAT WE'LL DO:

★ **Fix bugs**

Flaws are spotted and fixed as users test the platform and send us their feedback.

★ **Import Data as Necessary**

Set up accounts for existing teachers & tutors (family data has already been imported).

★ **Build & Refine Features**

Identify trending user feedback & translate into feature updates

★ **Manage support tickets**

Assist users who are having issues with using the system.

★ **Weekly Coaching**

30-minute laser coaching sessions for Antonette (or other users as necessary) on using the platform.

Delivered: July 15 – October 15

Objective
02

ENSURE STRATEGIES ARE USED

Provide ongoing tutor training

WHAT IT IS

Mini training modules that reinforce learning from the initial tutor training by encouraging tutors to use one strategy at a time, thus increasing the likelihood that they will truly integrate new practices into their work.

WHAT WE'LL DO:

- ★ Create 6 printable learning tools to add to the current training modules to further support and cement the principles discussed in the training modules.
Example: A list of our favorite coaching questions, top 3 strategies to build math vocabulary, etc
- ★ Embed these in the overall tutor training modules and drip them out to tutors on a monthly basis.
- ★ Create 6 mini modules to reinforce & add to the principles taught in the initial tutor training.
- ★ Set up Kajabi landing pages for the mini modules to promote participation.
- ★ Deploy automations that invite tutors to the monthly training and log their progress on Airtable.

CREATED: July 15 – September 15
(Delivered through December)

Objective 03

SUPPORT CULTURE CHANGE

Help Parents & Teachers

Understand EAA's Tutoring Strategy

WHAT IT IS

A **parent & teacher engagement system** that helps parents & Teachers understand the why behind changes to how tutoring is delivered, thus making it easier for them to reinforce what students learn.

WHAT WE'LL DO:

- ★ Present the “why” behind our tutoring program at a teacher team meeting in person.
- ★ Produce a monthly training video to help parents understand why we do tutoring the way that we do and give them tangible ways to support their children at home.
- ★ Publish the video to be included in monthly EAA newsletters & include relevant articles on grit, growth mindset and executive skills building.



What We're Trying to Change:

When parents aren't onboarded as well, they often wonder if we're “wasting time” at the beginning of our sessions when it looks like we're “just chatting”, don't know that struggle is an indication of learning and worry about whether progress is happening, etc. By helping them understand the research our strategies are based on, their sense of confidence in our system will go up and they will utilize some of the same strategies at home.

Created & Delivered
September 15 – December 15

BUILD CTE PROGRAM FOR HIGH SCHOOL STUDENTS

WHAT IT IS

A comprehensive system for training high school students to tutor and mentor their fellow students (peer or cross-age tutoring) to cultivate leadership skills resulting in a CTE Pathway Program.

HIGH SCHOOL TUTOR TRAINING SUITE

Set goals & objectives for a high school mentoring & tutoring program with the Elite team

** Work with EAA Team to align content to CTE Pathway requirements*

Create High School Mentor/Tutor Training Program

- ★ Coaching for Grit & Growth Mindset (While building a narrative for college essays & creating a resume that will help students stand out on college applications)
- ★ How to apply coaching strategies to math tutoring, structure your agenda & use Elite's tools for math learning + Khan Academy
- ★ How to apply coaching strategies to supporting ELA learning, structure your agenda & use Elite's tools for ELA

Created: August 15 – October 15

DIGITAL BADGE SYSTEM

Create micro-credentials that high school tutors earn.

- ★ *Mentoring & Coaching for Grit*
- ★ *Mentoring & Coaching for Growth Mindset*
- ★ *Brain-based Coaching – Students understand the neuroscience behind the most effective coaching strategies*
- ★ *Activity Related Badges – Based on hours of tutoring completed & parent ratings*
- ★ *For each badge, we will:*
 - *Define learning objectives for each badge.*
 - *Set the required evidence of learning.*
 - *Create levels within the badges so that they can be bundled together to culminate in a “metabadge.”*
 - *Ensure badge tracking is integrated into Airtable (need to explore this further)*

Created: October 15 – January 15

HIGH SCHOOL TUTOR PLATFORM DEVELOPMENT

Define & Automate Workflow to Manage Tutor–Student Pairing and Evaluation

- ★ *Map Workflow*
- ★ *Automate & integrate with Airtable*

Created: July 15 – September 15

ONGOING HS TUTOR TRAINING

- ★ *Create 5 mini-modules to facilitate ongoing tutor training (align these with CTE requirements)*
- ★ *Ensure Airtable is tracking ongoing assessment completion*

Created: October 15 – Jan 15

REGULAR COACHING CALLS

Bi-Monthly Coaching Calls for all Elite Tutors (Hosted by Neesha & an Elite Teacher if you'd like to train them to manage calls)

- ★ *Create monthly mini-modules to facilitate ongoing tutor training*
- ★ *Ensure Airtable is tracking assessment completion*

Delivered: October 15 – Jan 15

CAPSTONE PROJECT: SENIORS

Create a capstone training program for seniors that gives them the support and tools they need to create training modules that will be integrated into next year's CTE course and shared with younger students as part of tutor training.

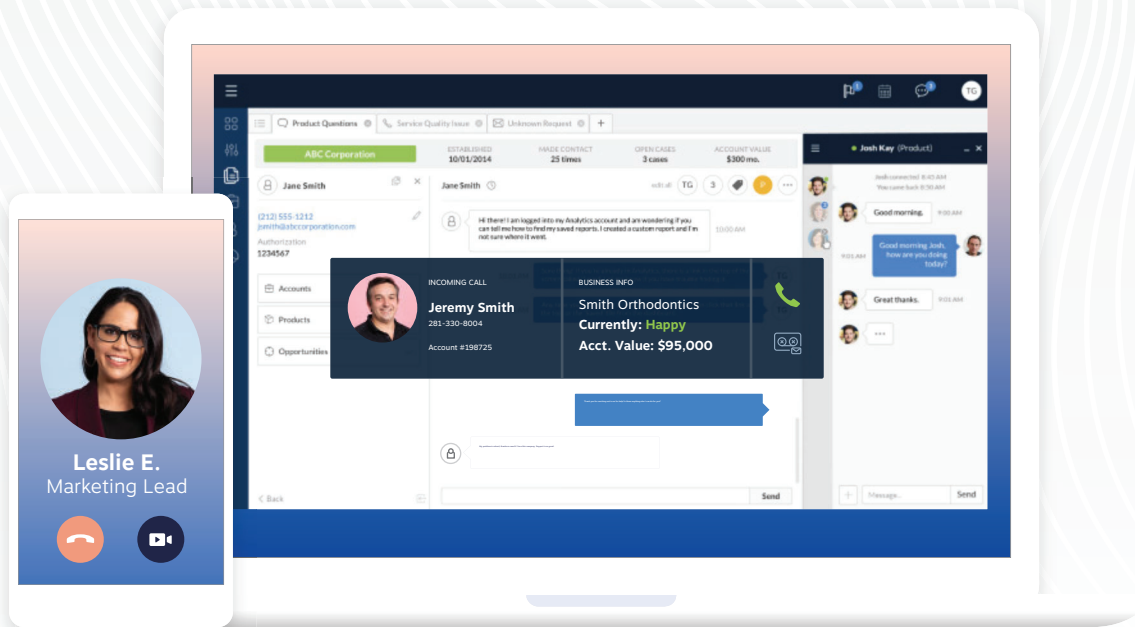
- ★ *Build a training module & tool to help students identify the most common issues that surface during tutor coaching calls & determine the topics to focus on.*
- ★ *Create a training module to teach students how to build a training course (include: best practices on creating video, what to include in the text section, hacks to create great learning tools & how to use Kajabi).*
- ★ *Create a rubric to help students get peer feedback on training modules before finalizing.*

Created: Dec 15–Jan 15



Your Nextiva Communication Suite Proposal

Get ready— you're about to
grow fearlessly.



nextiva.com

Why do companies choose Nextiva?

Expect more from your business communication. Supercharge your business with a truly unified and integrated platform. Powerful phone service, sales pipeline management, customer relationship management, marketing engagement tools, and more.

The new way of working is Nextiva.



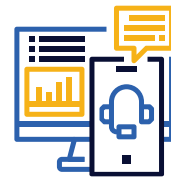
Amazing Service®

Our support team is made up of knowledgeable, friendly, and patient HUMANS based at our offices.



Customers of All Sizes

Large and small companies in 25+ industries across the U.S. trust Nextiva as their business lifeline.



Our Platform, NextOS

Our revolutionary platform allows you to conduct business from anywhere, and makes managing your business communications easier than ever.



Reliable & Secure

All of your data is protected by multiple layers of security and monitoring. With the highest uptime in the industry, you're always available.



Seamlessly Unified Communication

Communication, customer engagement, and collaboration tools— all (finally) working together.



Cost Savings

Slash your current business communication bills by almost 50%. Also get add-on features at no extra cost.

The Nextiva advantage

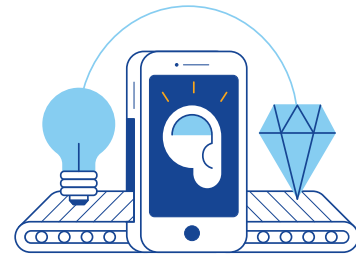


Network Reliability

The Nextiva network is one of the most advanced in the world of cloud-based business communications. Our network design increases service resiliency through redundancy, ensuring all calls are delivered fast and smoothly. Check out DownDetector.com and see how Nextiva is the best performing network since 2016 among UCaaS providers.

Awards and Recognition

Nextiva is no stranger to being recognized by the press, analysts, and awards. Forbes, Entrepreneur, Inc. and other publications have shared the Nextiva story, and we were recently named a notable vendor in the Gartner UCaaS Worldwide Magic Quadrant Midmarket Contextualization Report.



Competitive Rankings

Among cloud communications providers for businesses, Nextiva consistently ranks above the competition. On average, our customers have much better experiences than those of other providers. Take a look at the reviews on GetVoIP, G2 Crowd, and Comparably to start.

Company Culture

Nextiva employees are the heart of providing customers Amazing Service. When employees are satisfied and engaged, the result is deeper customer connections and an elevated customer experience. Nextiva is committed to creating an engaging and fun environment that boosts employee satisfaction, and therefore provides customers with better service.



Your Nextiva Quote

Customer
Gena Altamirano
Elite Academic Academy-Lucerne

Quote ID
16404922

Quote Date
06/07/2021

Quote Expires
07/31/2021

Sales Agent
Jeff Conte
jeff.conte@nextiva.com
480-739-9127

Nextiva, Inc.
8800 E. Chaparral Rd
Suite 300
Scottsdale, AZ 85250

Item Name	Quantity	One Time	Monthly
Nextiva Cloud Communications Essential: 36 Months \$23.95 1 Nextiva Cloud Communications Essential: Base User	1	\$0.00	\$23.95
Nextiva Cloud Communications Essential: 36 Months \$23.95 - Discount		\$0.00	(\$11.00)
Nextiva Cloud Communications Essential: Additional User Nextiva Cloud Communications Essential: Additional User	109	\$0.00	\$2,610.55
Nextiva Cloud Communications Essential: Additional User - Discount		\$0.00	(\$1,199.00)
Sub Total		\$0.00	\$1,424.50
Shipping		\$0.00	\$0.00
Estimated Taxes and Fees			
State Universal Lifeline Telephone Service Charge (VoIP)		\$0.00	\$18.70
State E911 (VoIP)		\$0.00	\$33.00
State CA Teleconnect Fund (VoIP)		\$0.00	\$3.08
State CA High Cost Fund A (VoIP)		\$0.00	\$2.76
Federal FUSF (VoIP)		\$0.00	\$132.97
Federal FCC Regulatory Fee (VoIP)		\$0.00	\$1.35
State CASF (VoIP)		\$0.00	\$4.02
State TRS (VoIP)		\$0.00	\$1.97
E911 Fee		\$0.00	\$110.00
Regulatory Recovery Fee		\$0.00	\$165.00



Total Taxes and Fees	\$0.00	\$472.85
<hr/>		
Recurring Monthly Charge		\$1,897.35
Total Due Today	\$1,897.35	
		Total Cost Split Between Schools
		LU= \$948.68
		ME= \$948.67

Trusted by businesses just like yours

Nextiva provides business communication solutions for companies
of all sizes and in all industries





Nextiva Service Agreement

This Nextiva Service Agreement (the "*Agreement*") is dated, entered into, and made effective on the date of the last signature below (the "*Effective Date*"), by and between Nextiva, Inc. ("*Nextiva*") and

Elite Academic Academy-Lucerne

Quote Number:

16404922

Service Plan:

Nextiva Cloud Communications Essential

Term Length and Subscription Date:

The term length is Forty-one (41) months (the "*Term*") beginning from Effective Date ("*Subscription Date*"). Any reference to Term shall also include any subsequent renewal Terms.

Discounted Service and/or Device(s):

In consideration of Customer agreeing to pay the minimum monthly recurring amounts for the Nextiva Service Plan accepted through the above referenced Quote Number (the "*Quote*") for the Term, Nextiva agrees to provide Customer with discounted Service or Device(s) as described in the Quote.

Additional Terms:

Customer will not be charged the Recurring Monthly Charge described in the Quote in the following month(s) of the Term: month 2, month 3, month 4, month 5, and month 6.

Early Termination Fee:

If a Service or Device described in the Quote, a line of service or feature for the Nextiva Service Plan, is cancelled, terminated, or converts to a line of service or feature that is not the Nextiva Service Plan or in the Quote referenced herein or added within the Term, then Nextiva shall charge an early termination fee equal to the total fees owed for the remainder of the Term for any cancelled, terminated, or converted Service, Device, feature, or product. Additionally, if Customer terminates the entire Agreement with Nextiva within the Term, then Customer will pay an early termination fee equal to the total amount owed to Nextiva for the remainder of the Term under the Agreement.

Each of the undersigned represents that he or she is duly authorized to execute this Agreement on behalf of the party he or she represents. Each party has read, understands, and agrees to the early termination fee outlined in this Agreement.

This Agreement shall continue to apply to any additional Quote Numbers, additional services purchased by Customer or changes to existing services made by Customer during the Term. All Services are subject to applicable federal, state, and local taxes, surcharges and fees, and other regulatory fees outlined in the T&Cs (defined below). Such taxes, surcharges and fees are subject to change.

By signing below, the Customer agrees to the Nextiva Terms and Conditions located at <http://www.nextiva.com/terms-and-conditions.html>, including the important e911 Information (the "*T&Cs*"). If there is a conflict between this Nextiva Service Agreement and the T&Cs referenced herein, the terms of this Nextiva Service Agreement will prevail. Furthermore, by signing below, the undersigned authorizes Nextiva to charge the Customer's payment method



(i.e. credit card) on file with Nextiva. If Customer receives invoices from Nextiva, then invoiced amounts shall be due immediately.

Elite Academic Academy-Lucerne

Company Name (the "Customer")

Meghan Freeman

Authorized Agent Signature

Meghan Freeman

Printed Name

Chief Executive Officer

Title

7/29/2021

Date

7/29/2021

Tax ID/SSN



2021-2022

Dear Prospective Instructional Services Community Partner:

Elite Academic Academy Charter School (henceforth referred to as “Elite”), a California nonprofit corporation is a high-quality independent study charter school. We have received a request to use your services. Please know, **services provided by Community Partners associated with Elite are intended to supplement the educational services provided by our Credentialed Elite Educators to its students, not replace those services.** Elite remains committed to ensuring that all of its students benefit from equal educational opportunities and that **core educational curricula be provided exclusively by Elite** to its students.

If you are interested in serving our students, please carefully review the entire Instructional Community Partner Agreement Packet and mail or email the completed application to:

Elite Academic Academy
43414 Business Park Drive
Temecula, CA 92590
(866) 354-8302 Ext. 773
communityrelations@eliteacademic.com

Required Documents:

1. Community Partner Information Sheet
2. Purchase Order Contract Terms
3. Process and Procedures Overview Page
4. Employer Fingerprinting Clearance Form
5. *Live Scan** Fingerprint Form (DOJ)- **ANY AND ALL EMPLOYEES OF THE COMMUNITY PARTNER WHO MAY HAVE CONTACT WITH ELITE STUDENTS**
6. W-9 Form
7. Community Partner Rate Sheet and Virtual and In-Person Enrichment Services Plans
8. Community Partner Marketing Information
9. Proof of liability insurance (the declaration page or an insurance card will be sufficient). [*Note: Elite Academic MUST be added as a Certificated Holder.*]
10. Resume (including references) to establish qualifications – e.g. relevant experience, degrees, etc.

Upon receipt of a signed Instructional Services contract, and a complete Community Partner Agreement Packet, **Elite** will evaluate and send notification with a decision of the application within 10 business days. Approved Community Partners will be identified on the program’s website. **Elite** reserves the right to remove any Community Partner from the website at any time, including for violation of the terms of this Community Partner Agreement Packet.



Unless a Community Partner receives a Purchase Order (PO), services performed will not be considered authorized by Elite, which means that any services rendered prior to issuance of a PO will not be paid.

COVID-19: In an effort to abide by all local, state and federal regulations, the health and safety and Elite will comply with fed/state/county/city requirement and guidelines (including those issued by CDPH, Cal-OSHA, and the CDC), their industry's guidelines, and the industry guidelines for schools and school based programs. Elite Academic Academy will be honoring PO's for virtual, indoor and outdoor services by our Community Partners that are abiding by all safety measures set forth by the California Department of Health, their county regulations, and the industries mentioned above.

Community Partners must send invoices to Accounts Payable (AP) department email at acctspayable@eliteacademic.com for actual services rendered. If you would like to submit invoices through our **Online Purchasing System (OPS)**, you will receive separate instructions after you have been approved.

All terms and conditions apply regardless of the invoice submission method. All invoices are subject to verification by AP personnel. We do not process payments merely upon the issuance of a PO.

All Community Partners should send detailed invoices to AP the *following month* for services rendered during the *previous month* - e.g. art lessons provided during September should be invoiced in October. AP processes invoices from Community Partners in two ways: **(1) Community Partners that utilize our ACH payment option are paid on "net 30" terms; and (2) Community Partners requesting manual checks will be paid on "net 45" terms.**

Community Relations Management

Go Green! We're trying to cut down on paper.

Electronic documents are preferred as they ensure that information is clear and legible.





Please enter your Tax ID# here:	Elite Educator (Teacher of Record):
---------------------------------	-------------------------------------

Community Partner Information Sheet

Community Partner/Company Name:	Primary/Alternate Contact Person(s):
Complete Primary Address (Number & Street), City, State, Zip:	
PO Email (POs will be sent here):	Primary Phone #:
Request ACH Payment Option (provide email)	Fax #:
Website Address (if applicable):	
Type of Service Offered (please be specific):	
COMMUNITY PARTNER'S CONTACT BILLING INFORMATION <i>(The section below <u>must</u> be completed)</i>	
Billing Contact:	
Checks Made Payable To (name on W-9):	Billing Phone:
Billing Address:	Billing Email:

PLEASE COMPLETE, SIGN, & RETURN hard copies of the following:

1. Community Partner Information Sheet
2. Purchase Order Contract Terms
3. Process and Procedures Overview Page
4. Employer Fingerprinting Clearance Form
5. Live Scan* Fingerprint Form (DOJ)- ANY AND ALL EMPLOYEES OF THE COMMUNITY PARTNER WHO MAY HAVE CONTACT WITH ELITE STUDENTS
6. W-9 Form
7. Community Partner Rate Sheet and Virtual and In-Person Enrichment Services Plans
8. Community Partner Marketing Information
9. Proof of liability insurance (the declaration page or an insurance card will be sufficient) *[Note: Elite Academic MUST be added as a Certificated Holder.]*
10. Resume (including references) to establish qualifications – e.g. relevant experience, degrees, etc.

If any required information or supporting documentation is missing or filled out incorrectly, AP will attempt to assist in clarifying what items are still outstanding. Prospective Community Partners will have 30 calendar days from the date the initial application was received by Elite to complete the evaluation process. If the Community Partner application process is not completed within this aforementioned time period, the application will no longer be considered active, and the file will be closed accordingly. All If there is any change in the Community Partner's contact information, Elite must be informed, in writing, within 30 calendar days via email/fax or regular mail. By signing below, you understand and agree to the above conditions for becoming an approved Community Partner for Elite Academic.

Signature

Date



Purchase Order Contract Terms

The Community Partner providing instructional services will be referred to as CP, Accounts Payable will be referred to as AP, and Community Relations will be referred to as CR.

1. The CP agrees that they will **NOT** begin services without a PO issued from AP.
2. The CP agrees that services are **supplemental to** the CORE educational services provided by our Credentialed Elite Educators to our students and does **not replace those services.**
3. The CP agrees that the services provided **DO NOT** act like a private school (where students attend the facility 4-5 days and students receive a majority of their CORE Education from the CP not the Elite Educators).
4. The CP agrees not to increase their fees during the 2021 - 2022 school year.
5. The CP agrees that **Elite** will only pay the price and for the number of classes listed on the PO. All CPs are responsible to reconcile POs with their invoices.
6. The CP agrees that it is not authorized to provide any services that are inconsistent with a PO, and acknowledges that **Elite** will not pay for any services that are not explicitly identified in a PO.
7. The CP agrees that it will not provide services that are sectarian or denominational and that we will not pay for such services because **Elite** is a public charter school using taxpayer money.
8. The CP agrees that payment will only be issued after services have actually been performed.
9. **The CP agrees that they are not allowed to be reimbursed for services provided to their child/children.**
10. The CP agrees that if they are already otherwise employed as a teacher by Elite, they are not allowed to provide CP services to students from their active student roster.
11. The CP agrees that it will submit a completed **Invoice Monthly** to acctspayable@eliteacademic.com.
12. **The CP agrees that all invoices must reference the appropriate PO number. AP will attempt to alert CPs of discrepancies, but the CP is responsible for submitting invoices with accurate information and acknowledges that such errors may result in processing delays where payment may not be sent until the following month.**

Initial here _____



13. All CPs agree to submit a DOJ Live Scan for **Elite**, (forwarding a copy of a DOJ Live Scan for another entity cannot be accepted). The Community Relations department has included this form in each packet.
14. If CP has employees/contractors who will have contact with students, CP agrees to conduct a criminal background check of all such persons using DOJ Live Scan, and certify via the Employer Fingerprinting Clearance Form that all have been cleared and that none have been convicted (or has a criminal action pending) of a violent or serious felony as set forth therein. CPs are financially responsible for their employees' DOJ Live Scan fees.
15. The CP agrees that they are responsible to have all new employees/contractors (hired subsequent to being approved as a CP) cleared using DOJ Live Scan prior to having any direct contact with students. CP agrees to provide Elite with an updated certification pursuant to Employer Fingerprinting Clearance Form for each new employee/contractor. CP also agrees to continually monitor the status of all its employees/contractors to ensure that any certification provided to Elite pursuant to Employer Fingerprinting Clearance Form remains valid and accurate.
16. The CP agrees to notify the Community Relations Department (CR) communityrelations@eliteacademic.com immediately of any adverse DOJ report, as well as any change of status of CP or its employees/contractors, which would render any previously submitted DOJ clearance or certification pursuant to the Employer Fingerprinting Clearance Form invalid or inaccurate.
17. The CP agrees that it can only service students from the first day of school through the last day of school.
18. The CP agrees that its invoices must be submitted **the following month** after services have been rendered **in the prior month** to the AP department at acctspayable@eliteacademic.com.
19. The CP agrees that all final invoices must be sent **by June 15, 2022**.
20. The CP acknowledges that AP processes invoices from CPs in two ways: **(1) CPs that utilizes our ACH Payment Option are paid on "net 30" terms; and (2) CPs requesting manual checks will be paid on "net 45" terms.**
21. The CP acknowledges that Elite reserves the right to **modify the above payment options terms** in the event the state of California defers scheduled payments to public schools.
22. CP agrees that this agreement is by and between two Independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. This contract, as well as the independent contractor relationship, can be terminated by either the CP or Elite at any time for any reason.



23. The CP agrees to have its own liability insurance and furnish a copy of a declaration page or proof of insurance card showing that coverage is in force (*with Elite Academic named as a Certificated Holder*) while they are providing services to students. If coverage expires during the school year, it is the CP's responsibility to (a) renew coverage and (b) send a copy of their updated declaration page or new proof of insurance card to CR to prove they have active coverage within 30 calendar days from the renewal date. CPs who do not update their insurance information will be in breach of this agreement, which would result in immediate termination. We do not accept CPs who do not have their own liability insurance and instead rely on students to purchase their own insurance coverage from a 3rd party.
24. Indemnity--All work, services, and obligations performed by or required of CP under this contract shall be at the risk of CP exclusively, and CP shall indemnify, defend, and hold harmless Elite, its officers, officials, employees, and volunteers from and against all of the following: Any and all liability, claims, damage, costs, expenses, awards, fines, judgments, and attorney fees (including, without limitation, costs, attorney fees, expert witness fees, and other expenses of litigation) of every nature arising out of or in connection with CP's work, service, and obligations hereunder, excluding those claims, liabilities, damages or judgments arising from the sole active negligence or willful misconduct of Elite. The indemnity requirements provided herein shall survive the termination or expiration of the contract.
25. CP acknowledges that the application process will be reviewed and submitted yearly for approval.
26. **CP represents that none of its employees or principals are related to or have business relationships with any employees principals of Elite.**

By signing below, you AGREE to the above contract terms and understand that any deviation from these terms will result in the removal of approved Community Partner status.

Print Name

Title

Signature

Date



Process and Procedures for Community Partners

1. The parent or legal guardian should contact the Community Partner for pertinent information regarding available services, including but not limited to: time, location, and price.
2. The parent or legal guardian should contact their Elite Educator, who will place a PO for services.
3. Each PO will be processed by AP and emailed to the Community Partner.
4. Community Partner will provide only those services which are identified on the PO. POs may not be changed by the Community Partner once issued. Please check the cost for the service and number of services to be provided. If there is any kind of error or discrepancy, Community Partners are responsible for contacting AP via email to address the issue in a timely manner.
5. Once services are completed, the Community Partner should submit an invoice via email or by utilizing the Elite Online Purchasing System (OPS). Invoices should be sent to AP by the following month.
6. **AP processes invoices from Community Partners in two ways: (1) Community Partners that utilizes our ACH payment option are paid on “net 30” terms: and (2) Community Partners requesting manual checks will be paid on “net 45” terms.**
7. The CP acknowledges that Elite reserves the right to **modify the above payment options terms** in the event the state of California defers scheduled payments to public schools.

ELITE WILL NOT:

1. **Be liable for any services you, as a Community Partner, provided prior to the issuance of a valid PO.**
2. **Provide payment until after services have been rendered.**
3. **Issue payment if an invoice is not properly submitted – e.g. missing the matching PO number and/or the date(s) of service, the student, or classes listed on the invoice do not match the PO. AP will attempt to assist the Community Partner in providing the necessary and correct information, but processing delays may cause payment to be delayed until the issue is resolved.**

Elite reserves the right to terminate this agreement for non-compliance – e.g. if a Community Partner repeatedly fails to turn in an invoice with attendance dates or provides services and issues invoices without a pre-approved PO.

If a Community Partner is reported upon by the DOJ or if there is any incident that potentially puts students at risk, we will investigate the matter and may terminate this agreement immediately to protect the safety of and well-being of its students.

By signing below, the Community Partner acknowledges and accepts the aforementioned policies and procedures.

Print Name

Title

Signature

Date



EMPLOYER FINGERPRINTING CLEARANCE FORM

I hereby certify that I, _____ (Community Partner), have conducted a criminal background check of all employees/contractors who will have contact with students, through the Department of Justice (DOJ), in accordance with Education Code Section 45125.1 and I certify to **Elite**, that no employee/contractor of the COMMUNITY PARTNER working with students of **Elite** has been convicted of a violent or serious felony as defined by Penal Code 667.5(c) and 1192.7(c), or any other applicable statute, nor has a criminal action pending upon charges of commission of a violent or serious felony as defined therein.

List all employees/contractors who will have contact with Elite students. You may attach another sheet, if necessary.

- | | |
|----------|----------|
| 1. _____ | 3. _____ |
| 2. _____ | 4. _____ |

☐ _____ Check box AND initial if no employees/contractors.

Please select one:

☐ _____ has completed and returned the Live Scan included in this Community Partner packet.

☐ _____ has provided Company ORI Number issued by the DOJ
(all documentation must be provided)

Community Partner (if different from below)

ORI Number issued by DOJ

Print Name

Title

Signature

Date



Live Scan Fingerprinting Information Sheet*

NOTE: The cost of Live Scan Fingerprinting is the responsibility of the Community Partner.

Three (3) copies of the DOJ form have been included in the Community Partner packet. You will need to fill out all 3 copies and take them to the fingerprinting service office of your choice and have the Live Scan* operator fill in all 3 when done.

1. The Live Scan Fingerprinting (DOJ) Form is attached. We have filled out all appropriate sections prior to sending the form to the Community Partner.
2. Community Partner is responsible for properly filling out the applicant information section ONLY and scheduling a Live Scan appointment with an approved Live Scan Operator**

**For a list of Live Scan Operators visit: <https://oag.ca.gov/fingerprints/operators>

3. Community Partner is responsible for ensuring that the Live Scan Operator completely fills out the last section on the form.
4. Each Community Partner needs to ensure that the Live Scan operator maintains one copy for their records, **returns one copy of the completed Live Scan form to Elite with the completed Community Partner packet**, and keeps one copy for his/her records.
5. Community Partner is responsible for any and all fees owed to the Live Scan Operator at the time of services.
6. Once the Community Partner's fingerprints are processed by the U.S. Department of Justice ("DOJ"), we will review the entire application and make a determination as to whether or not the applicant should be added to the Approved Community Partner List.



REQUEST FOR LIVE SCAN SERVICE

[Print Form](#)[Reset Form](#)

Applicant Submission

AM762

ORI (Code assigned by DOJ)

Volunteer/Community Partner

Authorized Applicant Type

Type of License/Certification/Permit OR Working Title (Maximum 30 characters - if assigned by DOJ, use exact title assigned)

Contributing Agency Information:

Elite Academic Academy

Agency Authorized to Receive Criminal Record Information

43414 Business Park Drive

Street Address or P.O. Box

Temecula

City

CA

State

92590

ZIP Code

23240

Mail Code (five-digit code assigned by DOJ)

Meghan Freeman

Contact Name (mandatory for all school submissions)

(866) 354-8302 ext 702

Contact Telephone Number

Applicant Information:

Last Name

Other Name

(AKA or Alias) Last

Date of Birth

Sex

☐

Male

☐

Female

Height

Weight

Eye Color

Hair Color

Place of Birth (State or Country)

Social Security Number

Home

Address Street Address or P.O. Box

First Name

Middle Initial

Suffix

First

Suffix

Driver's License

Billing

Number

(Agency Billing Number)

Misc.

Number

(Other Identification Number)

City

State

ZIP Code

Your Number: _____

OCA Number (Agency Identifying Number)

Level of Service: ☒ DOJ ☒ FBI

If re-submission, list original ATI number:
(Must provide proof of rejection)

Original ATI Number _____

Employer (Additional response for agencies specified by statute):

Employer Name

Street Address or P.O. Box

City

State

ZIP Code

Mail Code (five digit code assigned by DOJ)

Telephone Number (optional)

Live Scan Transaction Completed By:

Name of Operator

Date

Transmitting Agency

LSID

ATI Number

Amount Collected/Billed



REQUEST FOR LIVE SCAN SERVICE

[Print Form](#)[Reset Form](#)

Applicant Submission

AM762

ORI (Code assigned by DOJ)

Volunteer/Community Partner

Authorized Applicant Type

Type of License/Certification/Permit OR Working Title (Maximum 30 characters - if assigned by DOJ, use exact title assigned)

Contributing Agency Information:

Elite Academic Academy

Agency Authorized to Receive Criminal Record Information

43414 Business Park Drive

Street Address or P.O. Box

Temecula

City

CA

State

92590

ZIP Code

23240

Mail Code (five-digit code assigned by DOJ)

Meghan Freeman

Contact Name (mandatory for all school submissions)

(866) 354-8302 ext 702

Contact Telephone Number

Applicant Information:

Last Name

Other Name

(AKA or Alias) Last

Date of Birth

Sex

☐

Male

☐

Female

Height

Weight

Eye Color

Hair Color

Place of Birth (State or Country)

Social Security Number

Home

Address Street Address or P.O. Box

First Name

Middle Initial

Suffix

First

Suffix

Driver's License

Billing

Number

(Agency Billing Number)

Misc.

Number

(Other Identification Number)

City

State

ZIP Code

Your Number:

OCA Number (Agency Identifying Number)

Level of Service:

☒

DOJ

☒

FBI

If re-submission, list original ATI number:

(Must provide proof of rejection)

Original ATI Number

Employer (Additional response for agencies specified by statute):

Employer Name

Street Address or P.O. Box

City

State

ZIP Code

Mail Code (five digit code assigned by DOJ)

Telephone Number (optional)

Live Scan Transaction Completed By:

Name of Operator

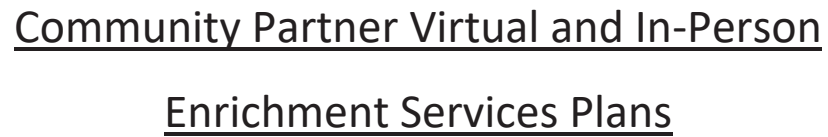
Date

Transmitting Agency

LSID

ATI Number

Amount Collected/Billed

[illegible]



Elite Academic Academy

Community Partner Marketing Information

Our Community Partners are very important to us. In an incredibly competitive market we want to ensure that students are served, and that Community Partners meet desired goals. We have designed this page to help us get a clear understanding of how we can effectively inform parents and students about the services offered and how they align to Common Core Standards.

Website name/address:

Social Media (please list all forms of social media, Facebook, Instagram, Snapchat, etc):

Please attach a short write up about your company, and provide your personal resume.
Please explain what academic subject your business offers students and how it supplements the core Academic Program at Elite Academic Academy.

Please be sure to attach any flyers and marketing materials along with your Community Partner paperwork.

Please send any reviews that you may have received since your business has been established (Yelp, Angie's List, Craigslist, etc)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



2021-2022

Dear Prospective Educational Materials Partner:

Elite Academic Academy Charter School (henceforth referred to as “Elite”), a California nonprofit corporation. We have received a request from one of our families to order your materials. If you are interested in providing materials for our students, please carefully review the entire Educational Materials Partner Agreement Packet and mail or email the completed application to:

Elite Academic Academy
43414 Business Park Drive
Temecula, CA 92590
(866) 354-8302 Ext. 773
communityrelations@eliteacademic.com

1. Educational Materials Partner Information Sheet
2. Process and Procedures Overview Page
3. W-9 Form

Upon receipt of a signed and completed Educational Materials Partner Agreement Packet, **Elite** will evaluate and send written notification of a decision as to the status of the application within 10 business days. Approved partners will be identified on the program’s websites.

Elite uses a purchase order (PO) system for all partners. All POs must be approved by a Director or designee before invoices can be paid. Invoices should only be generated after materials or items have been shipped, and actual receipt must be verified by Accounts Payables. Partners who immediately generate invoices prior to shipment will be at risk of being suspended from the approved partner list, and/or payment will be delayed until the next AP cycle. Elite will not process payments merely upon the issuance of a PO. **Elite reserves the right to remove a partner from their website at any time for violation of the terms of this Educational Materials Partner Agreement Packet.**

Thank you for your interest in providing materials for our students. We look forward to working with you.

Community Relations Department

Go Green! We’re trying to cut down on paper.

Electronic documents are preferred as they ensure that information is clear and legible.





Please enter your Tax ID# here:

Teacher of Record:

Partner Information Sheet

Educational Materials Partner/Company Name:	Purchase Order Email:
Type of Service Offered (please be specific):	Primary Phone #:
Primary / Alternate Contact Person(s):	Alternate Phone #:
Website Address (if applicable):	Fax #:
Mailing Address (Number & Street), City, State, Zip:	
*Educational Materials Partner's Contact Billing Information** (The section below <u>must</u> be completed)	
Billing Contact:	
Checks Made Payable To (name on W-9):	Billing Phone:
Billing Address:	Billing Email:

PLEASE COMPLETE, SIGN, & RETURN hard copies of the following:

1. Educational Materials Partner Information Sheet
2. Process and Procedures Overview Page
3. W-9 form

If any required information or supporting documentation is missing or filled out incorrectly, AP will attempt to assist in clarifying which items are still outstanding. Prospective partners will have 30 calendar days from the date the initial application was received by Elite to complete the evaluation process. If the partner application process is not completed within this aforementioned time period, the application will no longer be considered active, and the file will be closed accordingly. If there is any change in the partner's contact information, Elite must be informed in writing within 30 calendar days via email/fax or regular mail.

This Agreement is by and between two Independent Contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

By signing below, you understand and agree to the above conditions for becoming an approved vendor for us.

Signature

Date



Process and Procedures for Educational Materials Partners

1. The parent or legal guardian should contact their Elite Educator who will place a PO for materials.
2. Each PO will be processed by AP and emailed to the educational materials partner.
3. Educational Materials Partner will provide only those materials which are identified on the PO. **POs may not be altered by the Educational Materials Partner once issued. Please verify that the items are correctly identified, and the pricing is accurate. If there is any kind of error or discrepancy, Partners are responsible to contact AP via email at acctspayable@eliteacademic.com to try and address the issue in a timely manner.**
4. Once materials have been delivered, the Educational Materials Partner should submit a detailed invoice to the AP department at acctspayable@eliteacademic.com, which must be sent via email or regular mail.
5. AP processes checks on a Net +30 basis, upon receipt of materials.
6. The Educational Material Partner acknowledges that Elite reserves the right to **modify the above payment options terms** in the event the state of California defers scheduled payments to public schools.

ELITE WILL NOT:

1. Provide payment until after materials have been received.
2. Issue payment of an invoice if not properly submitted – e.g. missing a matching PO number.
3. Authorize or pay for items that are sectarian or denominational as this is not allowed for a public school.

By signing below, the Educational Materials Partner acknowledges and accepts the aforementioned policies and procedures.

Print Name

Title

Signature

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2021-2022

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA EITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE

Contract Year 2021-2022

 Nonpublic School

 X Nonpublic Agency

Type of Contract:

 X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

TABLE OF CONTENTS

I. GENERAL PROVISIONS

Page

1. MASTER CONTRACT	1
2. CERTIFICATION AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	3
6. INDIVIDUAL SERVICES AGREEMENT	3
7. DEFINITIONS	4

II. ADMINISTRATION OF CONTRACT

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	6
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10

III. EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION	11
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	13
26. DATA REPORTING	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING	14
29. MANDATED ATTENDANCE AT LEA MEETINGS	14
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS	15
31. STUDENT DISCIPLINE	16
32. IEP TEAM MEETINGS	16
33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	18
37. TRANSCRIPTS	18
38. STUDENT CHANGE OF RESIDENCE	19
39. WITHDRAWAL OF STUDENT FROM PROGRAM	19
40. PARENT ACCESS	19

41. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER CONTRACTORS	19
42. STATE MEAL MANDATE	20
43. MONITORING	20

IV. PERSONNEL

44. CLEARANCE REQUIREMENTS	21
45. STAFF QUALIFICATIONS	21
46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	22
47. STAFF ABSENCE	23
48. STAFF PROFESSIONAL BEHAVIOR	23

V. HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY	23
50. FACILITIES AND FACILITIES MODIFICATIONS	24
51. ADMINISTRATION OF MEDICATION	24
52. INCIDENT/ACCIDENT REPORTING	24
53. CHILD ABUSE REPORTING	24
54. SEXUAL HARASSMENT	25
55. REPORTING OF MISSING CHILDREN	25

VI. FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	25
57. RIGHT TO WITHHOLD PAYMENT	26
58. PAYMENT FROM OUTSIDE AGENCIES	27
59. PAYMENT FOR ABSENCES	27
60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY	28
61. INSPECTION AND AUDIT	28
62. RATE SCHEDULE	29
63. DEBARMENT CERTIFICATION	29

EXHIBIT A: RATES	32
EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT	34

2021-2022**CONTRACT NUMBER: MA21-22ME****LOCAL EDUCATION AGENCY:** Elite Academic Academy – Mountain Empire**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** McColgan and Associates, Inc.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2021, between Elite Academic Academy – Mountain Empire, hereinafter referred to as the local educational agency (“LEA”), a member of the El Dorado Charter SELPA and McColgan and Associates, Inc. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2021 to June 30, 2022 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,

- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
 \$ 500,000 fire damage
 \$ 5,000 medical expenses
 \$1,000,000 personal & adv. Injury
 \$3,000,000 general aggregate
 \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
 \$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole

cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind

coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or

expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school,

the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract,

including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized

testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR’s pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student’s IEP does not contain a Behavior Intervention Plan (“BIP”) or Positive Behavior Intervention Plan (“PBIP”), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive

interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team

meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and

Accountability Act (“HIPAA”). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR’s place of business and shall be submitted to the LEA and LEA student’s parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student’s annual or triennial review IEP team meeting for the purpose of reporting the student’s present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA’s sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional’s license, certification, or credential.

CONTRACTOR shall not charge the student’s parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil’s record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student’s school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code

section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching

staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each

profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR.

CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual

volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL**56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days

that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a NPA, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by

any Federal agency, and

- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

CONTRACTOR**LEA**

McColgan and Associates IN

Nonpublic School/Agency

By  6/14/2021
DocuSigned by: 2CF3F07A4584499... **Date**

Scott McColgan Admin

Name and Title of Authorized Representative

Elite Academic Academy – Mountain Empire
LEA Name

By  6/11/2021
DocuSigned by: A4137E406BF5494... **Date**

Meghan Freeman, CEO
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Scott McColgan Admin

Name and Title

McColgan and Associates IN

Nonpublic School/Agency/Related Service Provider

McColgan&Associates Inv

Address

1760 Aireline Hwy #217

City

Hollister Ca

State

95023

Zip**Phone**

scott@mccolganandassociates.com

Fax**Email**

Notices to LEA shall be addressed to:

Meghan Freeman - CEO**Name and Title**

Elite Academic Academy – Mountain Empire

LEA**43414 Business Park Dr.****Address**

Temecula, CA. 92590

City

866-354-8302

State**Zip****Phone**

mfreeman@eliteacademic.com

Fax**Email**

**Additional LEA Notification
 (Required if completed)**

Michonne Taylor – SPED Administrative Assistant

Name and Title

43414 Business Park Dr.

Address

Temecula, CA. 92590

City

866-277-4632 ext.771

State**Zip****Phone**

mtaylor@eliteacademic.com

Fax**Email**

EXHIBIT A: 2021-2022 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEAR**The CONTRACTOR: McColgan and Associates, Inc.The CONTRACTOR CDS NUMBER: 9900091

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate: n/a2) Inclusive Education Program(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: n/a3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	<u>\$80-\$110/hr</u>	<u>7/1/21 – 6/30/22</u>
<u>Adapted Physical Education (425)</u>	<u>\$85/hr</u>	<u>7/1/21 – 6/30/22</u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	<u>\$125/hr</u>	<u>7/1/21 – 6/30/22</u>
<u>Occupational Therapy (450)</u>	<u>\$85/hr - \$110/hr</u>	<u>7/1/21 – 6/30/22</u>
<u>Physical Therapy (460)</u>	<u>\$110/hr</u>	<u>7/1/21 – 6/30/22</u>
<u>Individual Counseling (510)</u>	<u>\$97-\$110/hr</u>	<u>7/1/21 – 6/30/22</u>
<u>Counseling and Guidance (515)</u>	<u>\$97-\$110/hr</u>	<u>7/1/21 – 6/30/22</u>
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u>\$165/hr</u>	<u>7/1/21 – 6/30/22</u>
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	<u>\$160/hr</u>	<u>7/1/21 – 6/30/22</u>

<u>Specialized Vision Services (725)</u>	<u>\$125/hr</u>	<u>7/1/21 – 6/30/22</u>
<u>Orientation and Mobility (730)</u>	<u>\$125/hr</u>	<u>7/1/21 – 6/30/22</u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness (820)</u>	<u>\$55-\$65/hr</u>	<u>7/1/21 – 6/30/22</u>
<u>Work Experience Education (850)</u>	<u>\$55-\$65/hr</u>	<u>7/1/21 – 6/30/22</u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u>\$55-\$65/hr</u>	<u>7/1/21 – 6/30/22</u>
<u>Other (900)</u>	<u></u>	<u></u>
<u>Other (900)</u>	<u></u>	<u></u>

Specialized Academic Instruction \$55-\$65/hr
SAI and Transition prep time 7 minutes per hour of service time
IEP meeting attendance – same as service hourly rate

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2021-2022

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA EITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE

Contract Year 2021-2022

 Nonpublic School

 X Nonpublic Agency

Type of Contract:

 X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

TABLE OF CONTENTS

I. GENERAL PROVISIONS

Page

1. MASTER CONTRACT	1
2. CERTIFICATION AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	3
6. INDIVIDUAL SERVICES AGREEMENT	3
7. DEFINITIONS	4

II. ADMINISTRATION OF CONTRACT

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	6
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10

III. EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION	11
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	13
26. DATA REPORTING	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING	14
29. MANDATED ATTENDANCE AT LEA MEETINGS	14
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS	15
31. STUDENT DISCIPLINE	16
32. IEP TEAM MEETINGS	16
33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	18
37. TRANSCRIPTS	18
38. STUDENT CHANGE OF RESIDENCE	19
39. WITHDRAWAL OF STUDENT FROM PROGRAM	19
40. PARENT ACCESS	19

41. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER CONTRACTORS	19
42. STATE MEAL MANDATE	20
43. MONITORING	20

IV. PERSONNEL

44. CLEARANCE REQUIREMENTS	21
45. STAFF QUALIFICATIONS	21
46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	22
47. STAFF ABSENCE	23
48. STAFF PROFESSIONAL BEHAVIOR	23

V. HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY	23
50. FACILITIES AND FACILITIES MODIFICATIONS	24
51. ADMINISTRATION OF MEDICATION	24
52. INCIDENT/ACCIDENT REPORTING	24
53. CHILD ABUSE REPORTING	24
54. SEXUAL HARASSMENT	25
55. REPORTING OF MISSING CHILDREN	25

VI. FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	25
57. RIGHT TO WITHHOLD PAYMENT	26
58. PAYMENT FROM OUTSIDE AGENCIES	27
59. PAYMENT FOR ABSENCES	27
60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY	28
61. INSPECTION AND AUDIT	28
62. RATE SCHEDULE	29
63. DEBARMENT CERTIFICATION	29

EXHIBIT A: RATES	32
EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT	34

2021-2022**CONTRACT NUMBER: SLG20-21ME****LOCAL EDUCATION AGENCY:** Elite Academic Academy – Mountain Empire**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** The Speech and Language Group, Inc.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2021, between Elite Academic Academy – Mountain Empire, hereinafter referred to as the local educational agency (“LEA”), a member of the El Dorado Charter SELPA and The Speech and Language Group, Inc. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2021 to June 30, 2022 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,

- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
 \$ 500,000 fire damage
 \$ 5,000 medical expenses
 \$1,000,000 personal & adv. Injury
 \$3,000,000 general aggregate
 \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
 \$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole

cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind

coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or

expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student’s receipt of special education and/or related services as specified in the student’s IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR’s general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA’s standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE’s standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student’s IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (“CCSS”) for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school,

the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract,

including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized

testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR’s pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student’s IEP does not contain a Behavior Intervention Plan (“BIP”) or Positive Behavior Intervention Plan (“PBIP”), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive

interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team

meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and

Accountability Act (“HIPAA”). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR’s place of business and shall be submitted to the LEA and LEA student’s parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student’s annual or triennial review IEP team meeting for the purpose of reporting the student’s present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA’s sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional’s license, certification, or credential.

CONTRACTOR shall not charge the student’s parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil’s record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student’s school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code

section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching

staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each

profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR.

CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual

volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days

that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a NPA, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by

any Federal agency, and

- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

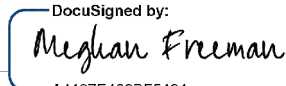
CONTRACTOR**LEA**

The Speech and Language Group, Inc
Nonpublic School/Agency

By:  6/23/2021
DocuSigned by: 09AFB8DCD667435...
Signature Date

The Speech and Language Group, Inc
Name and Title of Authorized Representative

Elite Academic Academy – Mountain Empire
LEA Name

By:  6/11/2021
DocuSigned by: A4137E406BF5494...
Signature Date

Meghan Freeman, CEO
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Nicole Olsin Director	Meghan Freeman - CEO
Name and Title The Speech and Language Group, Inc	Name and Title Elite Academic Academy – Mountain Empire
Nonpublic School/Agency/Related Service Provider The Speech and Language Group, Inc	LEA 43414 Business Park Dr.
Address 1930 Wilshire Blvd #904	Address Temecula, CA. 92590
City LA State 90057 Zip	City 866-354-8302 State Zip
Phone nicole@slgtherapy.com Fax	Phone mfreeman@eliteacademic.com Fax
Email	Email

**Additional LEA Notification
(Required if completed)**

Michonne Taylor – SPED Administrative Assistant

Name and Title
43414 Business Park Dr.

Address
Temecula, CA. 92590

City 866-277-4632 ext.771 **State** **Zip**

Phone mtaylor@eliteacademic.com **Fax**

Email

EXHIBIT A: 2021-2022 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: The Speech and Language Group, Inc.
The CONTRACTOR CDS NUMBER: 9901026

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: _____
- 2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE: _____
- 3) Related Services

SERVICE	RATE	PERIOD
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	<u>\$125/hour</u>	<u>7/1/21 – 6/20/22</u>
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	<u>\$125/hour</u>	<u>7/1/21 – 6/30/22</u>
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____

<u>Specialized Vision Services (725)</u>		
<u>Orientation and Mobility (730)</u>		
<u>Specialized Orthopedic Services (740)</u>		
<u>Reader Services (745)</u>		
<u>Transcription Services (755)</u>		
<u>Recreation Services, Including Therapeutic (760)</u>		
<u>College Awareness (820)</u>		
<u>Work Experience Education (850)</u>		
<u>Job Coaching (855)</u>		
<u>Mentoring (860)</u>		
<u>Travel Training (870)</u>		
<u>Other Transition Services (890)</u>		
<u>Other (900)</u>		
<u>Other (900)</u>		

IEP meeting attendance – same rate as services

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2021-2022

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA EITE ACADEMIC ACADEMY-LUCERNE

Contract Year 2021-2022

 Nonpublic School

 X Nonpublic Agency

Type of Contract:

 X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

TABLE OF CONTENTS

I. GENERAL PROVISIONS

Page

1. MASTER CONTRACT	1
2. CERTIFICATION AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	3
6. INDIVIDUAL SERVICES AGREEMENT	3
7. DEFINITIONS	4

II. ADMINISTRATION OF CONTRACT

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	6
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10

III. EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION	11
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	13
26. DATA REPORTING	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING	14
29. MANDATED ATTENDANCE AT LEA MEETINGS	14
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS	15
31. STUDENT DISCIPLINE	16
32. IEP TEAM MEETINGS	16
33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	18
37. TRANSCRIPTS	18
38. STUDENT CHANGE OF RESIDENCE	19
39. WITHDRAWAL OF STUDENT FROM PROGRAM	19
40. PARENT ACCESS	19

41. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER CONTRACTORS	19
42. STATE MEAL MANDATE	20
43. MONITORING	20

IV. PERSONNEL

44. CLEARANCE REQUIREMENTS	21
45. STAFF QUALIFICATIONS	21
46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	22
47. STAFF ABSENCE	23
48. STAFF PROFESSIONAL BEHAVIOR	23

V. HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY	23
50. FACILITIES AND FACILITIES MODIFICATIONS	24
51. ADMINISTRATION OF MEDICATION	24
52. INCIDENT/ACCIDENT REPORTING	24
53. CHILD ABUSE REPORTING	24
54. SEXUAL HARASSMENT	25
55. REPORTING OF MISSING CHILDREN	25

VI. FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	25
57. RIGHT TO WITHHOLD PAYMENT	26
58. PAYMENT FROM OUTSIDE AGENCIES	27
59. PAYMENT FOR ABSENCES	27
60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY	28
61. INSPECTION AND AUDIT	28
62. RATE SCHEDULE	29
63. DEBARMENT CERTIFICATION	29

EXHIBIT A: RATES	32
EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT	34

2021-2022**CONTRACT NUMBER: STS20-21ME****LOCAL EDUCATION AGENCY:** Elite Academic Academy – Mountain Empire**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** Specialized Therapy Services

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2021, between Elite Academic Academy – Mountain Empire, hereinafter referred to as the local educational agency (“LEA”), a member of the El Dorado Charter SELPA and Specialized Therapy Services (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2021 to June 30, 2022 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,

- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
 \$ 500,000 fire damage
 \$ 5,000 medical expenses
 \$1,000,000 personal & adv. Injury
 \$3,000,000 general aggregate
 \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
 \$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole

cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind

coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or

expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school,

the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract,

including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized

testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR’s pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student’s IEP does not contain a Behavior Intervention Plan (“BIP”) or Positive Behavior Intervention Plan (“PBIP”), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive

interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team

meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and

Accountability Act (“HIPAA”). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR’s place of business and shall be submitted to the LEA and LEA student’s parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student’s annual or triennial review IEP team meeting for the purpose of reporting the student’s present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA’s sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional’s license, certification, or credential.

CONTRACTOR shall not charge the student’s parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil’s record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student’s school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code

section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching

staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each

profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR.

CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual

volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL**56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days

that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a NPA, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by

any Federal agency, and

- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

CONTRACTOR**LEA**

Specialized Therapy Services
Nonpublic School/Agency

By: DocuSigned by: Steve Oas 6/15/2021
D270FCF1B0934A5... **Date**
 Steve Oas Steve Oas, SLP
Name and Title of Authorized Representative

Elite Academic Academy – Mountain Empire
LEA Name

By: DocuSigned by: Meghan Freeman 6/11/2021
A4137E406BF5494... **Date**
Meghan Freeman, CEO
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to: Steve Oas Steve Oas, SLP	Notices to LEA shall be addressed to: Meghan Freeman - CEO
Name and Title Specialized Therapy Services	Name and Title Elite Academic Academy – Mountain Empire
Nonpublic School/Agency/Related Service Provider 4204A Adams Ave	LEA 43414 Business Park Dr.
Address San Diego	Address Temecula, CA. 92590
City State Zip CA 92116	City State Zip 866-354-8302
Phone Fax steve@theoascenter.com	Phone Fax mfreeman@eliteacademic.com
Email	Email

**Additional LEA Notification
(Required if completed)**

Michonne Taylor – SPED Administrative Assistant

Name and Title
43414 Business Park Dr.

Address
Temecula, CA. 92590

City **State** **Zip**
866-277-4632 ext.771

Phone **Fax**
mtaylor@eliteacademic.com

Email

EXHIBIT A: 2021-2022 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEAR**The CONTRACTOR: Specialized Therapy ServicesThe CONTRACTOR CDS NUMBER: 9900324

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate: _____2) Inclusive Education Program

(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: _____

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	<u>\$75/hour</u>	<u>7/1/21 – 6/30/22</u>
<u>Adapted Physical Education (425)</u>	<u>\$75/hour</u>	<u>7/1/21 – 6/30/22</u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	<u>\$90/hour</u>	<u>7/1/21 – 6/30/22</u>
<u>Occupational Therapy (450)</u>	<u>\$90/hour</u>	<u>7/1/21 – 6/30/22</u>
<u>Physical Therapy (460)</u>	<u>\$90/hour</u>	<u>7/1/21 – 6/30/22</u>
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u>\$100/hour</u>	<u>7/1/21 – 6/30/22</u>
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	<u>\$180/hour</u>	<u>7/1/21 – 6/30/22</u>

<u>Specialized Vision Services (725)</u>	<u>\$100/hour</u>	<u>7/1/21 – 6/30/22</u>
<u>Orientation and Mobility (730)</u>	<u>\$100/hour</u>	<u>7/1/21 – 6/30/22</u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness (820)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other (900)</u>	<u></u>	<u></u>
<u>Other (900)</u>	<u></u>	<u></u>
IEP meeting attendance – same rate as service		

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2021-2022

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA EITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE

Contract Year 2021-2022

 Nonpublic School

 X Nonpublic Agency

Type of Contract:

 X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

TABLE OF CONTENTS

I. GENERAL PROVISIONS

Page

1. MASTER CONTRACT	1
2. CERTIFICATION AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	3
6. INDIVIDUAL SERVICES AGREEMENT	3
7. DEFINITIONS	4

II. ADMINISTRATION OF CONTRACT

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	6
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10

III. EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION	11
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	13
26. DATA REPORTING	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING	14
29. MANDATED ATTENDANCE AT LEA MEETINGS	14
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS	15
31. STUDENT DISCIPLINE	16
32. IEP TEAM MEETINGS	16
33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	18
37. TRANSCRIPTS	18
38. STUDENT CHANGE OF RESIDENCE	19
39. WITHDRAWAL OF STUDENT FROM PROGRAM	19
40. PARENT ACCESS	19

41. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER CONTRACTORS	19
42. STATE MEAL MANDATE	20
43. MONITORING	20

IV. PERSONNEL

44. CLEARANCE REQUIREMENTS	21
45. STAFF QUALIFICATIONS	21
46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	22
47. STAFF ABSENCE	23
48. STAFF PROFESSIONAL BEHAVIOR	23

V. HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY	23
50. FACILITIES AND FACILITIES MODIFICATIONS	24
51. ADMINISTRATION OF MEDICATION	24
52. INCIDENT/ACCIDENT REPORTING	24
53. CHILD ABUSE REPORTING	24
54. SEXUAL HARASSMENT	25
55. REPORTING OF MISSING CHILDREN	25

VI. FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	25
57. RIGHT TO WITHHOLD PAYMENT	26
58. PAYMENT FROM OUTSIDE AGENCIES	27
59. PAYMENT FOR ABSENCES	27
60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY	28
61. INSPECTION AND AUDIT	28
62. RATE SCHEDULE	29
63. DEBARMENT CERTIFICATION	29

EXHIBIT A: RATES	32
EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT	34

2021-2022**CONTRACT NUMBER: TSW20-21ME****LOCAL EDUCATION AGENCY:** Elite Academic Academy – Mountain Empire**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** TSW Therapy, Inc.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2021, between Elite Academic Academy – Mountain Empire, hereinafter referred to as the local educational agency (“LEA”), a member of the El Dorado Charter SELPA and TSW Therapy, Inc (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2021 to June 30, 2022 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,

- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
 \$ 500,000 fire damage
 \$ 5,000 medical expenses
 \$1,000,000 personal & adv. Injury
 \$3,000,000 general aggregate
 \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
 \$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole

cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind

coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or

expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school,

the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract,

including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized

testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR’s pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student’s IEP does not contain a Behavior Intervention Plan (“BIP”) or Positive Behavior Intervention Plan (“PBIP”), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive

interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team

meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and

Accountability Act (“HIPAA”). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR’s place of business and shall be submitted to the LEA and LEA student’s parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student’s annual or triennial review IEP team meeting for the purpose of reporting the student’s present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA’s sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional’s license, certification, or credential.

CONTRACTOR shall not charge the student’s parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil’s record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student’s school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code

section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching

staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each

profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR.

CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual

volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL**56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days

that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a NPA, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by

any Federal agency, and

- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

CONTRACTOR**LEA**

<p>TSW Therapy, Inc DBA The Spoken word</p> <p>Nonpublic School/Agency</p> <p>By <u>Molly Cote</u> <u>6/23/2021</u></p> <p><small>DocuSigned by: 3A5DE366EF25465...</small> Date</p> <p><u>Molly Cote</u> <u>CEO</u></p> <p>Name and Title of Authorized Representative</p>	<p>Speech and Language Services</p> <p>Elite Academic Academy – Mountain Empire</p> <p>LEA Name</p> <p>By <u>Meghan Freeman</u> <u>6/11/2021</u></p> <p><small>DocuSigned by: A4137E406BF5494...</small> Date</p> <p>Meghan Freeman, CEO</p> <p>Name and Title of Authorized Representative</p>
--	--

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Molly Cote CEO	Meghan Freeman - CEO
Name and Title TSW Therapy, Inc DBA The Spoken word Speech and Language Services	Name and Title Elite Academic Academy – Mountain Empire
Nonpublic School/Agency/Related Service Provider TSW Therapy, Inc	LEA 43414 Business Park Dr.
Address 22891 Cedarspring	Address Temecula, CA. 92590
City Lake Forest	City 866-354-8302
State CA	State
Zip 92630	Zip
Phone thespokenwordspeech@gmail.com	Phone mfreeman@eliteacademic.com
Fax	Fax
Email	Email

**Additional LEA Notification
(Required if completed)**

Michonne Taylor – SPED Administrative Assistant

Name and Title
43414 Business Park Dr.

Address
Temecula, CA. 92590

City
866-277-4632 ext.771

Phone
mtaylor@eliteacademic.com

Email

EXHIBIT A: 2021-2022 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEAR**The CONTRACTOR: TSW Therapy, Inc.The CONTRACTOR CDS NUMBER: 9900451

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: n/a

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate: n/a2) Inclusive Education Program(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: n/a3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	<u>\$125/hour</u>	<u>7/1/21 – 6/30/22</u>
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	<u>\$125/hour</u>	<u>7/1/21- 6/30/22</u>
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____

<u>Specialized Vision Services (725)</u>		
<u>Orientation and Mobility (730)</u>		
<u>Specialized Orthopedic Services (740)</u>		
<u>Reader Services (745)</u>		
<u>Transcription Services (755)</u>		
<u>Recreation Services, Including Therapeutic (760)</u>		
<u>College Awareness (820)</u>		
<u>Work Experience Education (850)</u>		
<u>Job Coaching (855)</u>		
<u>Mentoring (860)</u>		
<u>Travel Training (870)</u>		
<u>Other Transition Services (890)</u>		
<u>Other (900)</u>		
<u>Other (900)</u>		

IEP meeting attendance – same as service hourly rate

* To include direct services, assessments, screenings, report writing, IEP documentation in SEIS, progress reports, IEP attendance, parent/IEP team consultation All services are billed at the hourly rate. If a student cancels with less than 24-hour notice, Provider will bill the Charter School for the missed session and the session will not be made- up. If an IEP Meeting is cancelled with less than 24-hour notice, Provider will bill the Charter School. If services are due to the absence of Provider, a make-up session will be offered for the time indicated on the student's IEP.



Solution Tree, Inc. Purchase Agreement

Effective June 10, 2021 Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Elite Academic Academy ("Customer") located at 43414 Business Park Dr. Temecula, CA 92590 agree as follows:

- 1. Summary of Products and Services:** Customer will purchase the following Solution Tree products and services:

Products and Services	Total
Highly Effective Schools Accreditation	\$695.00
Total	\$695.00

- 2. Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement plus any applicable taxes upon execution of this Agreement (Purchase Order Due Date). All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
Highly Effective Schools Accreditation	\$695.00	Upon Execution of Agreement

- 3. Highly Effective Schools Accreditation:** Customer will purchase Highly Effective Schools Accreditation for the 2021-2022 academic year for 1 school(s) for \$695.00 per school. The Highly Effective Schools Accreditation services will follow the processes described in the Highly Effective Schools Accreditation Guide to determine its accreditation status as Fully, Partially, or Not Accredited. Each school will submit its initial accreditation plan by June 10, 2022 or have its status determined as Not Accredited. The Highly Effective Schools Accreditation status will apply only to one school year. This agreement will automatically renew for subsequent academic years unless Customer notifies Solution Tree of its intent not to renew at least 30 days prior to anniversary of the effective date of this Agreement.
- 4. Resources:** The resources below are included in the first year of the Highly Effective Schools Accreditation subscription. Solution Tree will ship all resources after an invoice has been generated. Solution Tree will not ship any resources without a purchase order or full payment.

Title	Quantity	Price	Total
<i>Learning by Doing, 3rd Ed.</i>	1	Included	Included
<i>Leading a High Reliability School</i>	1	Included	Included


5. General Terms

- 5.1. Intellectual Property:** Solution Tree retains any intellectual property rights to pre-existing materials used in conjunction with services performed under this Agreement.



- 5.2. Force Majeure:** If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.
- 5.3. Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.
- 5.4. Entire Agreement:** This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

DocuSigned by:			
		6/21/2021	
A4137E406BF5494...			
Meghan Freeman		Date	
CEO			Joan Brooks
Elite Academic Academy			Vice President of Sales
			Solution Tree, Inc.
			Date

Please email this Agreement to Jonathon Lee at jonathon.lee@marzanoresources.com

Total Cost Split
Between Schools

LU= \$347.50
ME= \$347.50



CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?

Contact: Ms. Meghan Freeman
 Title: CEO Elite Academic Academy
 Phone: 866-354-8302 x 703
 Email: mfreeman@eliteacademic.com
 Cell #: _____
 Fax: 760-560-2021

Who will receive and pay the invoices?

Contact: Meghan Freeman
 Title: CEO
 Phone: 866-354-8302 x 703
 Email: mfreeman@eliteacademic.com
 Fax: 760-560-2021

Shipping Information (required for resource delivery)

Shipping Contact: Teresa Schaffer / Laura Spencer
 Shipping Address: 43414 Business Park Dr.
 City, State, Zip: Temecula, CA 92590
 Phone: 866-354-8302 x 745 for Laura Spencer
 Delivery Date: ASAP

Delivery Times: M-F 8am-4pm (* Please call to confirm delivery)
 Choose one: ☐ Do you have a Delivery Dock? no
☐ Do you have double doors (for pallet)? no
☐ Do you require inside delivery? yes
beforehand

#BeElite

Elite Academic Academy

Suicide

Prevention, Intervention and Postvention Handbook



Last updated July 2021



Table of Contents

Background	3
Overview and Guidelines	
Definitions and Warning Signs	4
Responsibilities of Elite Staff	4
Prevention	5
Intervention- Overview of Response	6
Responding to Students Who Self-Injure.....	11
Postvention: Responding to a Students Death by Suicide	13
Steps for Responding to Students at Risk	
Suicide Risk Assessment Procedures (SRA1)	<u>17</u>
Suicide Risk Assessment Form - C-SSRS (SRA2).....	<u>18</u>
Parent/Guardian Emergency Notification Form (SRA3)	<u>20</u>
Student Safety Plan Form (SRA4).....	<u>22</u>
Suicide Response Form: Action Plan, Immediate Outcomes, Follow Up Support (SRA5).....	<u>23</u>



Suicide Prevention, Intervention, and Post Intervention Protocol

Background

Suicide is the second leading cause of death in youth between the ages of 10 -19. Eleven percent of high school students have made at least one suicide attempt, while 40 percent have indicated serious suicidal thoughts. Schools are in a unique position to teach/reinforce resiliency skills, identify at risk students/adults, and provide appropriate intervention and postvention strategies. A plan that implements a systematic approach has the potential to increase both emotional and academic performance stability.

After reviewing current suicide protocols available from statewide educational entities, an adaptation of various protocols with relevant modifications was developed to meet the needs of Elite Academic Academy students and employees. This Protocol will serve as a uniform tool for school counselors, psychologists, mental health professionals, and directors when assessing a person for suicidal risk, intervention and continued safety.

The protocol component of the Elite Academic Academy youth suicide prevention plan should include systematic training for staff at each educational program.

The goals of this suicide protocol are to:

- Increase the knowledge of at-risk indicators.
- Provide strategies to increase and reinforce resiliency factors.
- Provide a user friendly and standardized concerned persons/referral protocol.
- Provide a standardized intervention/postvention protocol that includes cooperation and collaboration with outside agencies and a more overall, protective environment for potential existing, returning and recurring suicidal students.



General Guidelines

Definitions

Self-Injury is the act of deliberately harming one's own body, such as cutting or burning oneself. Although self-injury often lacks suicidal intent, youth who self-injure are more likely to attempt suicide. Self-injury is an unhealthy way to cope with emotional pain, intense anger and/or frustration.

Warning Signs are behaviors that may signal the presence of suicidal thinking. They might be considered a "cry for help" or "invitations to intervene."

Warning signs may include (but are not limited to) the following:

- Joking about suicide frequently
- Sharing strong feelings of guilt, shame, that people would be better off without them, or seeing no way out of their problems
- Suicide notes and **plans**
- Prior suicidal behavior and/or attempts
- Making final arrangements or giving away possessions
- Preoccupation with death
- Dramatic and/or sudden changes in behaviors, appearance, thoughts and/or feelings (particularly unusual social isolation from loved ones).

Responsibilities of Elite Employees

All Elite employees are expected to:

- Inform the program director/assistant director immediately, or as soon as possible, of any concerns, reports, or behavior relating to student suicide or self-injury.
- Inform the school counselor or school social worker immediately, or as soon as possible, of any concerns, reports, or behaviors relating to student suicide or self injury.

Elite Director or Assistant Director must:

- Respond to reports of students at risk for suicide immediately or as soon as possible.
- Monitor and follow-up to ensure that the risk has been mitigated through support and resources.
- Establish a safe, respectful and welcoming school environment.

Psychological and Pupil Services Staff must:

- Respond to reports of students at risk for suicide immediately or as soon as possible.
- Respond to Securly alerts immediately or as soon as possible.
- Support and assist educational programs with guidance & risk assessments.
- Provide suicide prevention information and resources to all school staff, families, and students.

Prevention

Suicide prevention involves a school-wide effort of activities and programs that enhance connectedness, contributes to a safe and nurturing environment, and strengthen protective factors that reduce risk for students. Preventions include:

- A. Promoting and reinforcing the development of desirable behavior such as help seeking behaviours and healthy problem-solving skills.
- B. Increasing staff, student and parent/guardian knowledge and awareness of risk factors and warning signs of youth suicide and self-injury.
- C. Monitoring and being involved in young people's lives by giving structure, guidance and consistent, fair discipline.
- D. Modeling and teaching desirable skills and behavior.
- E. Promoting access to school and community resources.



Intervention: Protocol For Responding To Students At Risk For Suicide And/Or Self-Injury

The following are general steps for responding to any reports of students at risk for suicide and/or exhibiting self-injury behaviors in schools, at Elite Academic Academy sponsored activities, and in all areas within Elite Academic Academy jurisdiction.

The urgency of the situation will dictate the order and applicability in which the subsequent steps are followed.

A. Respond Immediately

- a. Report concerns or incidents to the program director/assistant director immediately or as soon as possible. Make direct contact with the program director/assistant director. For example, do not communicate through email, leaving notes, voicemail or wait until the end of the day the day to report about a student at risk for suicide.
- b. Ensure that any student who is sent for a risk assessment is accompanied by an Elite staff member at all times. Do not leave the student unsupervised.

B. Secure the Safety of the student

- a. Supervise the student at all times.
- b. For immediate, life threatening situations call 911
- c. If a student is agitated, unable to be contained, or for immediate assistance, call 911 or local police department dispatch.
 - i. If in San Diego county, ask for PERT (Psychiatric Emergency Response Team) when calling 911 or the local law enforcement agency. If they are not available, defer to standard dispatch.
- d. Elite employees should not transport any student exhibiting the behaviors noted above.
- e. Contact law enforcement to conduct a welfare check, as appropriate.

C. Assess for Suicide Risk

- a. The Elite Director/Assistant Director/Director Designee collaborates with a designated school crisis team member to determine level of risk.
- b. The student should be supervised at all times by another designated staff member.
- c. The Elite Director/Assistant Director/Director Designee or school counselor should gather essential background information that will help with assessing the student's risk for suicide (e.g., what the student said or did, information that prompted concern or suspicion, copies of any concerning writings or drawings).
- d. Phone call for consultation should be made in a confidential setting and not in the presence of the student of concern.
- e. The Elite Director/Assistant Director, school social worker or the school counselor should meet with the student to complete a risk assessment using the Columbia



Suicide Severity Rating Scale (C-SSRS). Follow the directions on the C-SSRS, including asking the questions directly as printed.

- f. For assistance and consultation contact the school social worker or counselor.

The privacy of all students should be protected at ALL times, disclose information only on a need to know basis.

Table 1. Level of Suicide Risk

Levels	Definitions	Indicators
Low Risk	Does not pose imminent danger to self; insufficient evidence for suicide potential.	Passing thoughts of suicide; no plan; no previous attempts; no access to weapons or means; no recent losses; support system is in place; no alcohol/substance abuse; some depressed mood/affect.
Moderate Risk	May pose imminent danger to self, but there is insufficient evidence to demonstrate a viable plan of action to do harm.	Thoughts of suicide; plan with some specifics; unsure of intent; previous attempts and/or hospitalization; difficulty naming future plans; past history of substance use, with possible/current intoxication; self-injurious behavior; recent trauma (e.g., loss, victimization).
High Risk	Poses imminent danger to self. There is a viable plan to do harm; exhibits extreme and/or persistent inappropriate behavior; sufficient evidence for violence potential; qualifies for immediate hospitalization.	Current thought of suicide; having a plan with specifics, indicating when, where and how; access to weapons or means in hand; finalizing arrangements (e.g., giving away prized possessions, goodbye messages in writing, text, on social media sites); isolation and withdrawn; current sense of hopelessness; previous attempt; no support system; currently abusing alcohol/substances; mental health history; precipitating events, such as loss of loved one, traumatic events, or bullying.



D. Suspected Child Abuse or Neglect

If you suspect child abuse by a parent/guardian, or there is reasonable suspicion that contacting the parent may escalate the student's current level of risk, and/or the parents/guardians are contacted and unwilling to respond, report the incident to the appropriate child protective services agency following the Child Abuse and Reporting Requirements. This report should include information about the student's suicide risk level and any concerning ideations or behaviors. The reporting party must follow directives, as indicated by the child protective service agency personnel.

E. Determine Appropriate Action Plan

1. The Elite Director/Assistant Director should collaborate with the school social worker or counselor to determine appropriate actions based on level of risk (see Table 2 below).
2. If law enforcement determines that the student will be transported to an emergency mental health hospital, the school site administrator should immediately contact the student's legal parent/guardian to accompany the student and emergency services.
3. The Elite Director/Assistant Director, school social worker or school counselor should contact the parent/guardian or consult the emergency card for an appropriate third party. Communication with parent/guardian should include:
 - a. Communicating concerns and making recommendations for safety in the home (e.g, securing or removing firearms, medications, cleaning supplies, cutlery, razor blades, etc).
 - b. Providing school and/or local community mental health resources. Students with private health insurance should be referred to their provider.
 - c. Facilitating contact with community agencies and following-up to ensure access to services.
 - d. Providing a copy of documents and handouts.
 - e. Obtaining parent/guardian permission to release and exchange information with community agency staff.
 - f. Prior to releasing the child, the parent/guardian must sign the "Parent/Guardian Emergency Notification" form to acknowledge that they have been informed regarding the concerns for their child's safety and that they have been given appropriate resources for follow-up regarding their child's needs.

Table 2. Action Plan

LEVEL OF RISK	ACTION PLAN
Low Risk	Reassure and supervise student; communicate concerns with parent/guardian; assist in connection with school and community resources, including crisis lines; mobilize a support system; develop a safety plan that identifies caring adults, coping skills, and crisis supports; establish a follow-up and monitor, as needed.
Moderate or High Risk	Supervise student at all times (including restroom); if imminent risk, call local law enforcement, PERT, or 911, and parent/guardian to notify and coordinate; if not imminent, notify and hand off student to parent/guardian who commits to seek immediate mental health assessment; develop a safety plan that identifies caring adults, coping skills, and crisis supports; establish a follow-up and/or re-entry plan and monitor, as needed.

F. Determine Appropriate Follow-up Plan

The follow-up plan will be based upon severity and potential risk. There are circumstances that might increase a student's suicide risk. Examples may include bullying, suspension, expulsion, relationship problems, significant loss, interpersonal conflict, or sexual orientation/gender bias.

The follow-up plan determined by the team should be documented and managed by the program director/designee. Actions may include:

Develop a safety plan.

- School counselor or social worker will complete the Safety Plan with the student to identify caring adults in school, home, and community environment, identify helpful coping skills, and provide after hours resource numbers.
- Review safety plan with the parent/guardian and have the student, supporting Elite staff, and parent/guardian sign and date the plan.

Mobilize a support system and provide resources.

- Connect student and family with social, school and community supports.
- For mental/physical health services, refer the student to their county's department of mental health, community resources provider, or their own health care provider.

Monitor and manage.

- The program director should monitor and manage the case as it develops and until it has been determined that the individual no longer poses an immediate threat to self.
- Maintain consistent communication with appropriate parties on a need to know basis.
- Plan for re-entry, as needed.



G. Student Re-entry Guidelines

- a. A student returning to school following hospitalization, including psychiatric and drug or alcohol inpatient treatment, must have written permission by the health care provider in order to attend school.
- b. If the student has been out of school for any length of time, including mental health hospitalization, the program site director should hold a re-entry meeting with key support staff, parents, and student to facilitate a successful transition.
- c. As appropriate, consider an assessment for special education or a 504 plan for a student whose behavior and emotional needs affect their ability to benefit from their educational program.
- d. If the student is transferred to another school or location, the program director should communicate with the receiving school to assist with the transition and ensure continued support services are provided.

H. Document All Actions

- a. Program director shall maintain confidential records and documentation of actions taken for each case.
- b. If the student is assessed by the program director, school psychologist, social worker, or counselor, this individual should complete and submit the Suicide Risk Assessment Form within 24 hours or by the end of the next school day.
- c. Notes, documents and records related to the incident are considered confidential information and separate and apart from the student's cumulative records.
- d. If the student transfers to another educational program within Elite or outside the school, the sending school program may contact the receiving program/school to share information and concerns, as appropriate, to facilitate a successful supportive transition.

Responding to students who self-injure

Self-injury is the act of deliberately harming one's own body, such as cutting or burning oneself, in order to cope with psychological pain. Although self-injury often lacks suicidal intent, youth who self-injure are more likely to attempt suicide. Therefore, it is important to assess students who exhibit self-injurious behaviors for suicidal ideation.

A. Indicators of Self-Injury

- Frequent or unexplained bruises, scars, cuts, scratches or burns.
- Consistent, inappropriate use of clothing to conceal wounds (e.g., long sleeves or turtle necks, especially in hot weather; bracelets to cover the wrist).
- Possession of sharp implements (e.g., razor blades, shards of glass, thumb tacks).
- Evidence of self-injury (e.g., journals, drawings, social networking sites) .

B. Protocol for Responding to a Student who Self-Injures

- Respond immediately or as soon as possible.
- Supervise the student.
- Follow the SRA1 - Suicide Risk Assessment Procedures/Checklist Form.
- Assess for suicide risk using the SRA2- Suicide Assessment Form (C-SSRS).
- Communicate with and involve the parent/guardian, even if the student is not suicidal, so that the behavior may be addressed as soon as possible. Fill out the SRA3 - Parent/Guardian Emergency Notification Form.
- Encourage appropriate coping and problem-solving skills; do not discourage self-injury.
- Listen with calm and caring; reacting in an angry or shocked manner or using punishment may inadvertently increase self-injurious behavior.
- Provide resources.
- Identify a support system at home and at school.
- Create a safety plan using SRA4 - Safety Plan with the student and have the student, parent/guardian, and involved Elite staff sign it.
- Document all actions using the Suicide Assessment Forms 1-5.

C. Self-Injury and Contagion

While generally an individual maladaptive coping strategy, self-injurious behavior may be imitated by other students and can spread across grade levels, and peer groups. The following are guidelines for addressing self-injurious behavior among a group of students:

- Respond immediately or as soon as possible.
- Respond individually to students, but try to identify peers and friends who may also be engaging in self-injurious behavior.
- As students are identified, they should be supervised in separate locations.
- Each student should be assessed for suicidal risk individually using the Suicide Risk Assessment Form.



- If the self-injurious behavior involves a group of students, the assessment of each student individually will often identify a student whose behaviors have encouraged the behavior of others. This behavior may be indicative of more complex mental health issues for this particular student.

D. Other Considerations for Response to Self-Injury and Contagion

The following are guidelines for how to respond as a school community when addressing self-injurious behavior among a group of students:

- Self-injury should be addressed with students individually and never in settings, such as students assemblies, public announcements, parent newsletter, or even in a group.
- When self-injurious behaviors are impacting the larger school community, schools may respond by inviting parent(s)/guardian(s) to an information parent meeting at the school site. Considerations should be made for supervising students and children during this time; the meeting should be reserved for parent(s)/Guardian(s).
- For consultation and assistance with parent information meetings, contact the counseling department.



Postvention: Protocol for responding to a student's death by suicide

The following are general procedures for the director/assistant director in the event of losing a student to suicide.

A. Gather Pertinent Information

1. Confirm cause of death is the result of suicide, if information is available.
2. The program director/assistant director should assign a certificated staff member to be point of contact with the family of the deceased. Information about the cause of death should not be disclosed to the school community until the family has been consulted and has consented to disclosure.

B. Notify on a Need to Know Basis Only

1. Chief Academic Officer.
2. School Psychologist, Counselor, and/or Social Worker.
3. Elites Communication and Public Relations designee.

C. Contact the Elite Crisis Team Leader to determine initial response procedures and obtain consultation regarding the number of personnel needed for initial response. It is helpful to have the following information available for consultation:

1. Demographic Information.
2. Siblings (if any) whom are Elite Academic Academy students.
3. Known friends/groups.

D. Work with the Elite Crisis Team Leader to mobilize the School Crisis Team. The concerns and wishes of family members regarding disclosure of the death and cause of death should always be prioritized when providing facts to students, staff and parents. Do not disclose the means of the suicide (gun, hanging, etc) when notifying staff, students, and parents/guardians, as this can contribute to suicide contagion.

1. Assess the extent and degree of psychological trauma and impact to the school community.
2. Develop an action plan and assign responsibilities.
3. Establish a plan to notify staff of the death, once consent is obtained by the family of the deceased.
 - Notification of staff is recommended as soon as possible (e.g., emergency meeting before students arrive on site or begin their day virtually).
 - To dispel rumors, share accurate information and all known facts about the death. Be clear that this information is for staff only until the Crisis Team establishes the plan for notifying others.

- Emphasize that no one person or event is to blame for suicide. Suicide is complex and cannot be simplified by blaming individuals, drugs, music and/or school.
 - Allow staff to express their own reaction and grief: Identify staff members who may need additional support and provide them with resources.
4. Establish a plan to notify students of the death, once consent is obtained from the family of the deceased.
 - Discuss plan for notification of students in small group settings. Do not notify students using a public announcement system.
 - Provide staff with a scripted notification of death of students, include possible reactions, questions and activities students may engage in (e.g., writing, drawing, referral to the counseling department).
 - Review student support plan, making sure to clarify procedures and location for crisis counseling.
 5. Establish a plan to notify other parents/guardians of the death, once consent is obtained from the family of the deceased. Prepare and disseminate a death notification letter for parents. Only include as much information as the family of the deceased approves.
 6. Define triage procedures for students and staff who may need additional support in coping with the death. Some actions to consider:
 - Identify a lead crisis response staff member to assist with coordination of crisis counseling and support services.
 - Identify locations at program sites to provide crisis counseling to students, staff and parents, as needed.
 - Provide coverage for teachers needing extra support, as needed.
 - Maintain sign-in sheets and documentation on individuals serviced for follow-up, as needed.
 - Provide students, staff, or parents with after hour resources numbers such as the 24/7 Suicide Prevention Crisis Line.
 7. Refer students or staff who require a higher level of care for additional services such as a community mental health provider, or their health care provider. Indicators of students and staff in need of additional support and/or referral may include the following:
 - Persons with close relationship to the deceased (e.g., siblings, relatives, teacher).
 - Persons who experienced a loss over the past six months to a year, a traumatic event, have witnessed acts of violence, or have a history of suicide (self or family member).
 - Persons who appear emotionally over-controlled (e.g., a student who was very close to the deceased but who is exhibiting no emotional reaction to the loss) or those who are angry when the majority are expressing sadness.
 - Persons unable to control crying.



- Persons with multiple traumatic experiences may have strong reactions that require additional assistance.

Document

The program director/assistant director shall maintain records and documentation of actions taken at the school.

Monitor and manage

1. The program director/assistant director, with support from Elite Academic Academy crisis team, should monitor and manage the situation as it develops to determine follow up actions .
2. Maintain consistent communication with appropriate parties.

Important Consideration

- Memorials
Memorials of dedications to a student who has died by suicide should not be glamorized or romanticized. If students initiate a memorial, the program director/assistant director should offer guidelines for a meaningful, safe approach to acknowledge the loss. Some considerations may include:
 - Memorials should not be disruptive to the daily school routine.
 - Monitor memorials for content.
 - Placement of memorials should be limited. For example, they may be kept in place until the services, after which the memorial items may be offered to the family.
 - In allowing the memorials, be sensitive to the impact of acknowledging the death of one student may affect future acknowledgement and memorials. Consider this: would we do the same for tragedies that happen in the future?
- Social Networking
Students may often turn to social media as a way to communicate information about the death; this information may be accurate or rumored. Many also use social media as an opportunity to express their thoughts, positive or negative, about the death and/or about their own feelings regarding suicide. Some considerations in regard to social media include:
 - Encourage parents/guardians to monitor internet postings regarding the death, including the deceased's social media wall or personal profile pages.
 - Social media sites may contain rumors, derogatory messages about the deceased, or messages that bully students. Such messages may need to be addressed. In some situations, postings may warrant notification to parents and/or law enforcement.



- **Suicide Contagion**

Suicide contagion is the process by which one suicide may contribute to another. Some considerations for preventing suicide contagion are:

- Identify students who may be at an increased risk for suicide, including those who have a reported history of attempts, are dealing with known stressful life events, witnessed the death, are friends with or related to the deceased.
 - Provide mental health resources.
 - Monitor media coverage. Consult with Chief Academic Officer for dissemination of information, as needed.
 - Do not disclose easily sensationalized details surrounding the death like means of the suicide or a suicide note. Consult with the crisis response team before sharing information widely.
- **School Culture and Events**
It is important to acknowledge that the school community may experience a heightened sense of loss in the aftermath of a death by suicide, as significant events transpire, that the deceased student would have been a part of, such as graduation, prom, school sponsored trips. Depending on the impact, such triggering events may require planning additional support services and resources.

Confidentiality

All student matters are confidential and may not be shared, except with those persons who need to know. Personnel with the need to know shall not re-disclose students' information without appropriate legal authorization. Information sharing should be within the confines of the reporting procedures set by Elite Academic Academy.



SRA1: Suicide Risk Assessment Procedures

Note: Links should automatically make a copy of the needed document. Please store all completed copies separately in a confidential, secure location.

Action Plan:

- ☐ Notify a program director.
- ☐ Conduct a Risk Assessment with the student ([SRA2](#)).
- ☐ Contact Parent/Guardian and Complete ([SRA3](#)) Parent/Guardian Emergency Notification Form.
- ☐ Complete a ([SRA4](#)) Safety Plan with student.
- ☐ Fill out the ([SRA5](#)) Form: Action Plan, Immediate Outcomes, Follow-up.
- ☐ Contact Police Department Dispatch, PERT, or call 911, if necessary.
- ☐ Document Risk Assessment in SIS.
 - Student notes
 - Description: Personal Social Assessment
 - Enter:
 1. Referred by:
 2. Date:
 3. Staff Name:
 4. Comments: Risk Assessment - Contact Admissions for Details
- ☐ Follow up with teacher(s) as appropriate.
- ☐ Scan and email a copy of all SRA documents to:

Melissa Schulze
School Social Worker
mschulze@eliteacademic.com

Documents will be stored in a closed drive. Once Melissa has confirmed receipt of all needed forms, please delete any confidential information from your computer, including cloud storage like google suite tools.

Please note:

This completed document is confidential.

It should not be released without the consent from: Parent/Guardian or Adult student.

SRA2: Suicide Risk Assessment (C-SSRS)

	Past month									
Ask questions that are in bold and underlined.	YES	NO								
Ask Questions 1 and 2										
1) <u>Have you wished you were dead or wished you could go to sleep and not wake up?</u> Notes:										
2) <u>Have you actually had any thoughts of killing yourself?</u> Notes:										
If YES to 2, ask questions 3, 4, 5, and 6. If NO to 2, go directly to question 6.										
3) <u>Have you been thinking about how you might do this?</u> e.g. "I thought about taking an overdose but I never made a specific plan as to when, where or how I would actually do it....and I would never go through with it." Notes:										
4) <u>Have you had these thoughts and had some intention of acting on them?</u> as opposed to "I have the thoughts but I definitely will not do anything about them." Notes:										
5) <u>Have you started to work out or worked out the details of how to kill yourself? Did you intend to carry out this plan?</u> Notes:										
6) <u>Have you ever done anything, started to do anything, or prepared to do anything to end your life?</u> Examples: Collected pills, obtained a gun, gave away valuables, wrote a will or suicide note, took out pills but didn't swallow any, held a gun but changed your mind or it was grabbed from your hand, went to the roof but didn't jump; or actually took pills, tried to shoot yourself, cut yourself, tried to hang yourself, etc. If YES, ask: <u>Was this within the past 3 months?</u> Notes:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Lifetime</td> </tr> <tr> <td style="background-color: orange;"></td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;">Past 3 Months</td> </tr> <tr> <td style="background-color: pink;"></td> <td></td> </tr> </table>		Lifetime				Past 3 Months			
Lifetime										
Past 3 Months										

Response Protocol to C-SSRS Screening

Item 1 Low risk, see below
 Item 2 Low risk, see below
 Item 3 Moderate risk, see below
 Item 4 High risk, see below
 Item 5 High risk, see below
 Item 6 Moderate risk, see below
 Item 6 3 months ago or less: High risk, see below

LEVEL OF RISK	ACTION PLAN
Low Risk	Reassure and supervise student; communicate concerns with parent/guardian; assist in connection with school and community resources, including crisis lines; mobilize a support system; develop a safety plan that identifies caring adults, coping skills, and crisis supports; establish a follow-up and monitor, as needed.
Moderate or High Risk	Supervise student at all times (including restroom); if imminent risk, call local law enforcement, PERT, or 911, and parent/guardian to notify and coordinate; if not imminent, notify and hand off student to parent/guardian who commits to seek immediate mental health assessment; develop a safety plan that identifies caring adults, coping skills, and crisis supports; establish a follow-up and/or re-entry plan and monitor, as needed.



SRA3: Parent/Guardian Emergency Notification

Students Name: _____ DOB: _____ Gender: _____
EAA Program: _____ Grade: _____
Parent/Guardian: _____

Initial where appropriate:

_____ I have been informed that my child has expressed suicidal thoughts. School staff members are concerned and want to support my child. I understand that I have a part in keeping my child safe.

_____ I have been advised to not allow my child to be left alone at this time and not allow my child access to weapons, drugs or medications.

_____ I have been advised that I should immediately take my child to the hospital to be evaluated.

_____ I have been advised to seek the services of a mental health agency or therapist.

_____ I have been provided with the following numbers to provide me with support if needed:

- a. National Suicide Prevention Lifeline: 1-800-273-8255
- b. Text CONNECT to 741741

Parent/Guardian Signature

Date

School Staff Signature/Position

Date

School Staff Signature Witness/Position
(if necessary)

Date



Padre/Tutor Notificación De Urgencia

Nombre de estudiante:	_____	FDN:	_____	Genero:	_____
Programa EAA:	_____	Grado:	_____		_____
Padre/Tutor:	_____		_____		_____

Inicial donde sea apropiado:

_____ Se me ha informado que mi hijo/a ha expresado pensamientos de suicidio. El personal escolar está preocupado y desea ayudar a mi hijo/a. Yo entiendo que yo tengo parte en mantener a mi hijo/a a salvo.

_____ Se me ha informado no dejar a mi hijo/a solo/a por ahora y no permitir a acceso a armas, drogas o medicamentos.

_____ Se me ha informado que debo llevar a mi hijo/a inmediatamente a un hospital para ser evaluado/a.

_____ Se me ha informado buscar los servicios de una agencia de salud mental o terapeuta.

_____ Se me han proporcionados los siguientes números de teléfonos para darme apoyo si es necesario:

c. National Suicide Prevention Lifeline: 1-800-273-8255

d. Text CONNECT to 741741

Firma de Padre/Tutor

Fecha

Firma de Personal Escolar/ Posición

Fecha

Firma Del Testigo Personal Escolar/ Posición
(si es necesario)

Fecha



SRA4: Safety Plan

If I am having thoughts of hurting myself, I will help myself in the following ways:

Things I can do to distract & care for myself:

1. _____
2. _____
3. _____

A social setting I can go to for distraction is: _____

Positive people in my life I can go to for support or distraction:

1. Name: _____ Phone: _____
2. Name: _____ Phone: _____

Trusted adults I can reach out to if I am feeling unsafe:

1. Name: _____ Phone: _____
2. Name: _____ Phone: _____

I can make my environment safer by (check all that you will do):

- ☐ Removing anything I could use to harm myself (or asking a trusted adult to do it for me)
- ☐ Not using alcohol or drugs
- ☐ Moving to a different location where I feel safer
- ☐ Staying with a safe person
- ☐ _____

I can also seek help from the following hotlines:

- ☐ National Suicide Prevention Lifeline: 1-800-273-8255
- ☐ Crisis Text Line: Text CONNECT to 741-741
- ☐ 911 for immediate help

The thing(s) most important to me and worth living for are:

Student signature and date

Parent signature and date

Staff signature and date



SRA5: Suicide Response Form - Action Plan, Immediate Outcomes, & Follow Up

<u>Date</u>	<u>Initials</u>	X	
_____	_____	<input type="checkbox"/>	Notify the Program Director
_____	_____	<input type="checkbox"/>	Conduct Risk Assessment (SRA2)
_____	_____	<input type="checkbox"/>	Contact Parent/Guardian & Complete Parent/Guardian Emergency Notification Form (SRA3)
_____	_____	<input type="checkbox"/>	Contact Police Department Dispatch or Call 911, if necessary
_____	_____	<input type="checkbox"/>	Complete a Safety Plan (SRA4), if necessary
_____	_____	<input type="checkbox"/>	Document Risk Assessment in SIS
			<u>Enter:</u> Referred by: Date: Staff Name: Comments: Risk Assessment - Contact Admissions for Details
_____	_____	<input type="checkbox"/>	Follow up with teacher(s), as appropriate
_____	_____	<input type="checkbox"/>	Scan/Email copy of all SRA forms (this form [SRA5], Suicide Risk Assessment Procedures Checklist [SRA1], Risk Assessment [SRA2], Parent/Guardian Emergency Notification [SRA], and Safety Plan [SRA4]) to: Melissa Schulze School Social Worker mschulze@eliteacademic.com Document will be stored in a close drive. Once Melissa has confirmed receipt of all needed forms, please delete any confidential information from your computer, including cloud storage like google suite tools.

Immediate Outcomes:

<u>Date</u>	<u>Initial:</u>	<u>X</u>	
_____	_____	<input type="checkbox"/>	Student was deemed low or no risk, completed safety plan, and returned to class
_____	_____	<input type="checkbox"/>	Released to Parent/Guardian committed to seeking immediate mental health assessment: _____
_____	_____	<input type="checkbox"/>	Student was transported by law enforcement to: Location: _____
_____	_____	<input type="checkbox"/>	Other: _____

Follow Up Support:

<input type="checkbox"/>	Student/Parent referred to Mental Health Services
<input type="checkbox"/>	Identify adults at school and at home that student can talk to for support
<input type="checkbox"/>	Follow-up support at school to be conducted by counselor/social worker/psych immediately upon return to school
<input type="checkbox"/>	Student referred for an IEP
<input type="checkbox"/>	Special Education Only: Student needs more intensive services (ermhs/dis counseling).
<input type="checkbox"/>	Other Actions:

[*return to table of contents*](#)

Elite Academic Academy – Mountain Empire
Independent Study Policy

Elite Academic Academy shall offer independent study to meet the educational needs of pupils enrolled in the charter school. Independent study is an alternative education program designed to teach the knowledge and skills of the core curriculum. Elite Academic Academy shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully.

The following written policies have been adopted by the Board for implementation at the Charter School:

1. A school district or county office of education (or charter school) may not be eligible to receive apportionments for independent study by pupils unless it has adopted policies that include the following:

- a. For pupils in all grade levels offered by the Charter School, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be 35 school days.
- b. The level of satisfactory educational progress and/or the number of missed assignments that will result in an evaluation being conducted to determine whether it is in the best interest of the student to remain in Independent Study shall be three assignments failing to meet the defined satisfactory educational progress, as detailed below, and/or three missed assignments respectively. A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This record shall be maintained for a period of three years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.

2. A level of *satisfactory educational progress* that will be allowed before an evaluation is conducted to determine whether it is in the best interest of the pupil to remain in independent study.

- a. The pupil's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil level measures of pupil achievement and pupil engagement set forth in paragraphs (4) and (5) of subdivision (d) of Section 52060.
- b. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
- c. Learning required concepts, as determined by the supervising teacher.
- d. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

3. The Charter School will provide content to students aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high school students, this includes access to all courses offered by the Charter School for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria.

4. Procedures for tiered reengagement strategies for all pupils who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of the written agreement pursuant to subdivision (g). These procedures shall include, but are not necessarily limited to, all of the following:

- a. Verification of current contact information for each enrolled pupil.
- b. Notification to parents or guardians of lack of participation within one school day of the absence or lack of participation.
- c. A plan for outreach from the school to determine pupil needs, including connection with health and social services as necessary.
- d. If the student has failed to complete three assignments during any period of five school days or is failing to make satisfactory educational progress as defined herein, the Charter School will schedule a student-parent-educator conference (a meeting involving all individuals who signed the student’s written independent study agreement) to review the student’s agreement and reconsider the independent study program’s impact on the student’s achievement and well-being.

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

- a. For pupils in transitional kindergarten through grade 3, inclusive, the school will offer students opportunities for daily synchronous instruction for all pupils throughout the school year.
- b. For pupils in grades 4 through 8, inclusive, the school will provide opportunities for both daily live interaction and at least weekly synchronous instruction for all pupils throughout the school year.
- c. For pupils in grades 9 through 12, inclusive, the school will provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year.

“Live interaction” means interaction between the student and Charter School staff, and may include peers, to maintain school connectedness. Examples of live interaction include check-ins,

progress monitoring, provision of services, and instruction, and live interaction can be in-person or in the form of internet or telephonic communication.

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

6. In the event a family decides to return to in-person instruction, within 5 instructional days, the school will provide the family with a transitional plan with including, but not limited, resources such as contact information for their school of residence, other classroom based educational opportunities, and wellness support.

7. A requirement that a current written agreement for each independent study pupil shall be maintained on file including all legal requirements (see Master Agreement below).

Master Agreement Policy

A requirement that a current written agreement for each independent study pupil shall be maintained on file including, but not limited to, all of the following:

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

9.

- a. Each independent study agreement shall be signed, before the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.
- b. Each signature required for an independent study agreement shall be dated as required by Title 5 California Code of Regulations Section 11702. An agreement is not in effect until it is complete as to all terms, signed and dated.

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

Elite Academic Academy shall comply with the Education Code Sections 47612.5 and 51745 through 51749.3, Title 5 California Code of Regulations Sections 11700(b) through 11704, 16023 through 16026, and 11960(a) through 11963.7, and the provisions of the Charter School's Act and the State Board of Education regulations adopted there under.

The Chief Executive Officer shall establish regulations to implement these policies in accordance with the law.



Parent/Student Handbook

2021-2022

Elite Academic Academy Charter Schools

www.eliteacademic.com



Dear Student and Parent/Guardian(s),

Welcome to Elite Academic Academy ("Elite Academic Academy" or "EAA")! We are so excited to share in this educational journey with you! This handbook outlines what it is to #BeElite and gives some insight into Elite Academic Academy's mission and vision. Please review the contents of this handbook, sign the acknowledgement page, return it to your student's Elite Educator, and keep the handbook accessible for future reference.

Elite Academic Academy was founded in 2018. It is a FREE PUBLIC Personalized Learning Charter School. We are here to provide students and families the option of flexible personalized learning environments with superior education! We provide students not only with rigorous curriculum options, but also with amazing enrichment opportunities! This includes our Elite Athletic Academy, Visual and Performing Arts Academy (VAPA), and Career Technical Education courses. Our vast selection of courses and support academies offers students the opportunity to prepare for college and career, all while capturing the essence of 21st Century skills.

Our vision at Elite Academic Academy is to create an opportunity for flexible learning so that our students can celebrate their diversity within our superior learning environments. This environment and empowerment will allow our students to gain the necessary skills to achieve long-term educational, professional, and personal goals and dreams! We want all students to #BeElite and EAA allows students to find their interests and strengths, and make those connections through experience.

EAA faculty are eager to serve your child and foster a lifetime experience of discovery, learning, nurturing, diversity, and fun! We look forward to working with you as a team to help each Elite Academic Academy student meet their individualized goals throughout the school year!

#BeElite!

Best Regards,
Elite Academic Administration

**Please note that this document may be updated periodically. Parents/Guardians and students will be notified of the changes.*

Table of Contents

Table of Contents	3
About Elite Academic Academy	8
Charter Authorizers	8
Mission Statement	8
Vision	8
Independent Study Overview	9
Parent Involvement	9
Communication	9
Contact Information	9
Elite Educator	9
Master Agreement	10
Attendance	10
Independent Study Policy	10
Academic and/or Attendance Problems and Concerns	11
Online Parent Portal	12
Student Support Services	14
Who We Are	14
School Counselor	14
School Social Worker	14
Suicide Prevention	15
Child Find	16
McKinney-Vento Information	16
Foster Youth Information	17
Title I Information	17
Student Support Teams - SST	17
Academic Probation	18
Academic Integrity	19
Plagiarism or Cheating	19
Consequences for Plagiarism/Cheating	19
Student/Parent Grievance Procedure for Plagiarism	21
Academics	22
Course Grading Scale	22

Class Rank	23
Adding or Changing Courses	23
Extensions	23
Middle school Grade Level Promotion, Retention, & Acceleration	23
IMPORTANT FACTS FOR GRADE LEVEL RETENTION	24
High School Graduation Requirements	25
Credit and Graduation Requirements	25
Transfer Credits/Transcripts	27
Repeated Courses/Credit Recovery	27
Partial Credit	27
Community College Information-Concurrent Enrollment	27
Community College Credit	28
Graduation/Promotion Ceremony	28
High School Graduation Speakers	28
High School Graduate “with Honors”	29
Assessment	29
CA Standardized Testing Requirements for 2021-2022	30
ELPAC (English Language Proficiency Assessment for California)	30
SBAC (Smarter Balanced Assessment)/CAASPP	30
SAT/ACT (optional)	31
PSAT/NMSQT(optional)	31
Elite Benchmark Assessments	31
i-Ready Diagnostic	31
EasyCBM (K-2nd)	32
California Healthy Youth Act (CHYA) (AB 2601)	32
English Language Learners (EL)	33
Criteria for Reclassifying (RFEP) EL students	33
English Language Translation Services	34
Special Education/504	34
Student Clubs	34
Career Technical Education (CTE)	35
Athletics	35
Field Trip Policy	35
Educational Funds	37
Use of Educational Funds	37

Additional Materials Ordering Information	39
Unacceptable Use of Educational Funds	40
Educational Funds -TK-8th	41
Educational Funds 9th-12th	42
Community Partners	43
Parent Reimbursement	44
Technology and Online Services	45
Technology Acceptable Use Agreement	45
Online Netiquette and Policies	46
Cyberbullying and Harassment	47
Student Reporting for Cyberbullying/Harassment	48
Administrative Action Plan for Cyberbullying/Harassment	48
Elite Google Accounts	50
Elite-Issued Chromebooks	50
Elite-Provided Internet Access	51
Canvas Learning Management System (LMS) Technology Requirements	52
Student Portal Pictures on Canvas LMS	52
Elite Tech Support	52
Policies/Procedures/Regulations	53
Substance Abuse, Suspension, and Expulsion Procedures	53
Suspension Procedure	55
Informal Conference:	55
Notice to Parents/Guardians	55
Authority to Expel	55
Expulsion Procedure	56
Record of Hearing	56
Presentation of Evidence	56
Written Notice to Expel	57
Appeal Rights	58
Disciplinary Records	58
Expelled Pupils/Alternative Education	58
Rehabilitation Plans	58
Readmission	58
Anti-Discrimination	59
Student Freedom of Speech/ Expression	59

Family Educational Rights and Privacy Act	60
Title IX Notice of Discrimination	63
Parent Liability for Student Conduct	63
Child Abuse Reporting	64
Civility Policy	64
Flex Academy	66
Parent's Role	66
Elite Educator's Role	66
TK-8th Grade	67
High School	67
TK-12 Flex Acceleration Tools/Supports	68
Academic Progress	69
Attendance	69
Missed Meeting	70
Curriculum	70
Homeschool Academy	71
Parent's Role	71
Elite Educator's Role	72
Academic Consultation	73
Attendance Portfolios	74
Academic Progress	75
Attendance	75
Transitional Kindergarten	76
Kindergarten-Eighth Grade	77
Course Grading Scale TK-5th	77
Course Grading Scale 6th -12th Grade	78
Home School High School	78
Online Courses	79
Custom Courses	79
Virtual Academy	80
Parent's Role	80
Elite Educator's Role	80
Academic Progress	81
Online Courses	81

Virtual Program - Use of Educational Funds	82
Student Violations	82
Course Catalog	83
Course Change Requests	83
Course Drop Procedures	83
Course Withdrawal Procedures	83
Synchronous and Asynchronous Lessons	84
Syllabus	84
Elite Course Announcements	84
High School Prerequisites	84
Handbook Acknowledgement	85



About Elite Academic Academy

Charter Authorizers

Elite Academic Academy Charter Schools is a program authorized by the Lucerne Valley Unified School District and the Mountain Empire Unified School District.

Mission Statement

Elite Academic Academy (EAA) is the premier independent study educational option with the goal of ensuring college, vocational and workforce readiness from all of our graduates. We believe learning best occurs in flexible, personalized environments for students who need individualized learning and/or choose not to attend traditional brick and mortar schools.

Elite Academic Academy enables students to become literate, self-motivated, lifelong learners by creating a safe, multicultural student-centered environment where they are held to high academic and behavioral standards. EAA provides high quality and rigorous standards through traditional and virtual curriculum options. We also provide unique academies with emphasis on Elite Athletic Training, Visual and Performing Arts (VAPA), and Career Technical Education (CTE) opportunities to ensure our students graduate ready for the 21st-century workforce.

Vision

Elite Academic Academy harnesses the power of flexible learning environments to provide a superior education for our students. Working with all stakeholders, we will create a personalized learning environment designed to enable each student to gain the skills necessary to achieve their long-term educational, professional, and personal goals and dreams.



Independent Study Overview

Parent Involvement

Parent support * is vital in ensuring student success. The role of a parent at Elite Academic is as follows:

- Respond to school's communication within a timely manner.
- Provide all required documentation for continued enrollment such as proof of residency.
- Have student attend and complete all mandated school assessments.
- Attend IEP/504 meetings (if applicable).
- Provide any necessary documentation and information to the school in order to record attendance in accordance with applicable law. This includes signing the Learning Log documents promptly.

* See specific program handbook for more details.

Communication

Communication is key for student success. Families, students, Elite Educators, counselors, administration, and school staff are expected to communicate frequently to ensure student academic, social, and emotional growth.

Contact Information

A valid and working email account and phone number is required for all parents. If a parent/guardian's email address, mailing address, IM address, or phone number changes, the information must be updated with the Admissions team. Please keep your Elite Educator informed of any changes in your contact information.

Elite Educator

At Elite Academic Academy, emotional and academic student success is our focus; therefore, building positive relationships is our priority. The first step to building a positive teacher student relationship is through an Elite Educator (who is a credentialed teacher). An Elite Educator offers a sense of community and belonging. This teacher will be with the Elite student throughout their experience with EAA to continuously support students, pass

along general announcements, and work with parents to bridge student success. The Elite Educator will be the Teacher of Record (TOR) who is responsible for maintaining all student records.

Master Agreement

The Master Agreement is the legal contract between EAA, the student, parent/guardian(s), the Elite Educator, and other responsible persons. The agreement documents the student's individual courses of study, the time and frequency in which the student meets with faculty. It is updated and signed annually. The Master Agreement must be signed and will be in effect prior to the student's attendance start dates with EAA.

Attendance

Students are required to be engaging in and completing school work every school day. The chart below shows the required minutes per year for the various grade levels.*

* See specific program handbook for more details.

Charter School	Required Days	Required Minutes
Applicable to all charter schools	175	Tk-K: 36,000 1-3: 50,400 4-8: 54,000 9-12: 64,800

Independent Study Policy

Elite Academic Academy offers independent study to meet the educational needs of pupils enrolled in the charter school. Independent study is an alternative education program designed to teach the knowledge and skills of the core curriculum. Elite shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully. The following is a summary of the written policies which have been adopted by EAA's governing board:

1. A school district or county office of education (or charter school) may not be eligible to receive apportionments for independent study by pupils unless it has adopted policies that include the following:

- a. For pupils in all grade levels, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be 35 school days.
 - b. The number of missed assignments that will result in an evaluation being conducted to determine whether it is in the best interest of the student to remain in independent study shall be 3 missed assignments or 60 percent of the instructional days in a school week. A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This record shall be maintained for a period of three years from the date of the evaluation and if the student transfers to another California public school, the record shall be forwarded to that school.
2. A level of satisfactory educational progress that will be allowed before an evaluation is conducted to determine whether it is in the best interest of the pupil to remain in independent study.
3. The Charter School will provide content to students aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high school students, this includes access to all courses offered by the Charter School for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria.
4. Procedures for tiered re-engagement strategies for all pupils who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of the written agreement pursuant to subdivision (g).
5. Based on each student's grade level, their assigned teacher of record will offer opportunities for synchronous instruction and/or daily live interaction. Live interaction means interaction between the student and Charter School staff, and may include peers, to maintain school connectedness.
6. In the event a family decides to return to in-person instruction, within 5 instructional days, the school will provide the family with a transitional plan with including, but not limited, resources such as contact information for their school of residence, other classroom based educational opportunities, and wellness support.
7. A requirement that a current written agreement for each independent study pupil shall be maintained on file including all legal requirements

Academic and/or Attendance Problems and Concerns

To ensure success and continuous enrollment at Elite Academic Academy, a student must keep scheduled appointments and complete all assignments by the due dates. Attendance and academic progress are measured by work completion and daily educational engagement. Link to full policy here:

<https://drive.google.com/file/d/1pz-Kc5ahx9--Ara9BVpxacprcxbBAYOd/view?usp=sharing>

The following are the criteria for what Elite Academic Academy defines as satisfactory educational progress of each pupil:

- Achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil level measures of pupil achievement and pupil engagement set forth in paragraphs (4) and (5) of subdivision (d) of Section 52060.
- Completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
- Learning required concepts, as determined by the supervising teacher.
- Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

Failing to adhere to the aforementioned academic standards will evoke the consequences outlined in the Tiered Reengagement Policy and include a placement review and possible withdrawal from the program.

The procedures for tiered reengagement strategies are for all pupils who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of the written agreement pursuant to subdivision (g).

These procedures shall include, but are not necessarily limited to, all of the following:

1. Notification to parents or guardians of lack of participation within one school day of the absence or lack of participation.
2. A plan for outreach from the school to determine pupil needs, including connection with health and social services as necessary.
3. If the student has failed to complete three assignments during any period of five school days or is failing to make satisfactory educational progress as defined herein, the Charter School will schedule a student-parent-educator conference (a meeting involving all individuals who signed the student's written independent study agreement) to review the student's agreement and reconsider the independent study program's impact on the student's achievement and well-being.

Online Parent Portal

Please see the Elite Academic Academy Parent Portal for our up to date calendars and important resources to support your child. Elite Parent Portal - <https://www.eliteacademic.com/parent-portal/>



Student Support Services

Who We Are

The Student Support Services Team fosters positive relationships among educators and students through social-emotional learning, academic interventions and support, college and career readiness plans, and collaborative problem solving to ensure every student thrives - all in one team. We are responsible for the “whole child” and provide support to ensure the success of all students.

School Counselor

Our Elite Academic Academy (EAA) School Counselor is available to support students with their academic, college, career and social/emotional needs. Our counselor works collaboratively with students, parents, Elite Educators and the Student Support Services team to advocate for and empower students and to ensure that the best decisions are being made for each student and their individualized education plan. Working alongside students and staff, our counselor ensures all Elite students are college ready by helping choose appropriate courses to meet A-G and NCAA eligibility as appropriate. Our School Counselor is also the Dual Enrollment coordinator and can assist students interested in taking community college classes.

School Social Worker

Our Elite Academic Academy (EAA) School Social Worker is a mental health professional who is available to support caregivers and students with social-emotional needs. School social workers collaborate with students and families to reduce any barriers to school engagement at school-wide to individual levels. Our school social worker provides short term individual mental health counseling, resource linkage for families, schoolwide psychoeducation and training, parent/guardian support and information, and crisis interventions. Short-term counseling can address any emotional, social, or developmental needs the student has that present an obstacle to school. Students in need of longer term or more intensive emotional support can continue to meet with the social worker, and will additionally be referred to CareSolace; Elite partners with CareSolace in order to connect families to accessible mental health care outside of school. Our school social worker also serves as our Crisis Response Team Lead, Suicide Prevention Liaison, and McKinney-Vento Liaison.

Suicide Prevention

Protecting the health and well-being of all students is of utmost importance to EAA. The EAA governing board has adopted a suicide prevention policy which is intended to protect all students through the following steps:

1. Comprehensive psychoeducation on suicide prevention, developed from current best practices, will be provided to all EAA staff, parents/guardians, and students. Students, families, and staff will learn about recognizing and responding to warning signs of suicide, using healthy coping skills, the importance of support systems, and seeking help for themselves and friends. This information will be provided at the beginning of each school year. It is the responsibility of each student's parent or guardian to review this information with them. If parents or guardians have any questions about the material, they can contact the school's appointed suicide prevention liaison:

Melissa Schulze, MSW, PPSC
School Social Worker
mschulze@eliteacademic.com
(866) 354-8302 ext 789

2. The school has designated a suicide prevention coordinator, the school social worker, to serve as a point of contact for school staff to communicate with when students are in crisis and are in need of referrals to the appropriate resources for support.
3. When a student is identified as being at risk, they will be assessed by a school employed mental health professional (school social worker or counselor) who will work with the student and help connect them to appropriate local resources.
4. Students will have access to short-term mental health counseling and case management support through EAA's social worker or counselor. Students also have access to national resources which they can contact for additional support, such as:

The National Suicide Prevention Lifeline – 1.800.273.8255
The Trevor Lifeline via the Trevor Project – 1.866.488.7386
Crisis Text Line, text START to 741-741

5. All students will be expected to help create a school culture of respect, empathy, and support in which students feel comfortable seeking help for themselves or friends. Students are encouraged to tell any staff member if they or a friend are feeling suicidal or in need of help.

6. Students should also know that because of the life or death nature of these matters, confidentiality or privacy concerns are secondary to seeking help for students in crisis.
7. For a more detailed review of the school policy, please see our full suicide prevention policy. This policy has been developed and adapted from the "Model School District Policy on Suicide Prevention," which is a resource that outlines comprehensive model policies and best practices for schools to follow to protect the health and safety of all students. This resource was developed by examining strong local policies, ensuring that they are in line with the latest research in the field of suicide prevention, and identifying best practices for a national framework.

Child Find

Elite Academic Academy ensures that all children with disabilities within its jurisdiction, including children with disabilities, who are homeless, or wards of the state, regardless of the severity of their disability, and who are in need of special education and related services are identified, located, evaluated, and given proper special services provided by the school. If you suspect your child has a disability, please contact the Elite school counselor for further steps.

McKinney-Vento Information

If an EAA student is in a situation that qualifies as homeless, based on the McKinney-Vento definition below, and the student is interested in receiving information about resources available in their area, please contact our McKinney-Vento Liaison/school social worker.

The McKinney-Vento Homeless Assistance Act defines homeless as:

(A) individuals who lack a fixed, regular, and adequate nighttime residence; and

(B) includes-

(i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;

(ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;

(iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and

(iv) migratory children who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).

Elite Academic Academy will adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual, and each homeless youth, has equal access to the same free, appropriate public education as provided to other children and youths in accordance with applicable law.

Foster Youth Information

If an EAA student is considered a Foster Youth, they have several legally protected educational rights. These rights include: the right to remain in their school of origin, the right to immediate enrollment, the right to partial high school credits for all classes with passing grades, the right to free applications for community college, the potential option to graduate high school with 5 years or reduced credits, and rights surrounding suspensions and expulsions. For an in-depth breakdown, please see the California Department of Education's list of Foster Youth Rights. EAA will adhere to all applicable laws to ensure that each child involved with foster services has equal access to the same free, appropriate public education as provided to other children and youths.

Title I Information

Title 1 provides federal funds to schools with high percentages of low-income students. These funds pay for extra educational services to help at risk students achieve and succeed regardless of any disadvantages through no fault of their own. Funds are used to support effective, evidence-based educational strategies that close the achievement gap and enable the students to meet the state's rigorous academic standard.

Student Support Teams - SST

The SST is a school-based problem-solving team composed primarily of general educators who provide support to teachers to improve the quality of the general education program and reduce the underachievement of students.

The purpose of the SST is to design a support system for students having difficulty in the regular classroom. The SST is a group formed within the school to further examine a

student's academic, behavioral and social-emotional progress. The SST team will propose interventions for the student.

Academic Probation

Elite Educators, counselors, and administration will ensure that student success is one of our top priorities. If a student is not making academic progress, Elite Educators will put together a Student Success Team (SST) plan to help ensure student success. The Student Support Services team will oversee this process and ensure students' needs are being met. This could include additional meetings or outside tutoring. If, after intervention, insufficient progress continues, the student may be placed on academic probation:

1. Student has failed the last two (2) courses assigned.
2. Students have more than two (2) failing grades on record within an academic year.
3. Students do not comply with Elite Academic Academy's attendance policies.
4. Students have not attempted or complied with the "SST Plan" designed by the Elite staff for support.



Plagiarism or Cheating

Academic integrity is one of the many values of Elite Academic Academy. Students are expected to display their own original thoughts and ideas in their work. If a student uses someone else's work or ideas, the reference must be accompanied by a specific citation identifying the original source(s). Citation formats differ according to courses. Please contact your instructor for citation and reference formats. All formal papers will be checked for plagiarism using the Turnitin program.

If an EAA student copies verbatim, or paraphrases the ideas/works of another without reference, it is considered plagiarism. Below are some examples of what plagiarism, lack of academic integrity, and cheating can look like:

1. Copying answers from someone else's test or any other form of cheating on an examination.
2. Submitting an assignment that was used for another class, and not changing or enhancing the assignment.
3. Falsifying information on a document or assignment.
4. Providing another student with prior assignments for a course.

Participating in an online discussion thread, creating a presentation, essay, or any other form of an assignment, must be the original work of the student. Although students are encouraged to read, and research others' points of views, secondary sources, etc. they are to properly cite and document the source.

Consequences for Plagiarism/Cheating

If a student's work is in violation of academic integrity in any course during the student's enrollment at Elite Academic Academy, the following steps will be taken to address the violation.

Consequences:

First Offense	<p>A telephone conversation with parents, administrator, counselor, student and teacher will be made upon first violation.</p> <p>Student may correct their mistake and redo the assignment within a one-week time span. However, student may not redo the assignment if it is a Final Exam for the course.</p> <p>Student's newly submitted assignment grade will be deducted by 20% due to the infraction.</p> <p>If the student does not redo the assignment, he/she will receive a zero on the assignment.</p>
Second Offense	<p>Telephone conference with school administrator, counselor, teacher, student, and parent/guardian will take place.</p> <p>Student will receive an assignment grade of zero, with no option to correct or redo the assignment.</p>
Third Offense	<p>Telephone conference with counselor, administrator, teacher, student, and parents.</p> <p>Documentation of violation will be added into the student's discipline record, where colleges, and other educational institutes may be provided documentation if the student seeks to enroll, or transfer.</p> <p>Student will receive a failed grade in the course in which the first two offenses occurred.</p>
Special Education Students	<p>A student that holds a valid IEP or 504 plan will be referred to the Special Education Department Head where EAA will comply with all provisions of applicable law in addressing any student violations.</p>

Student/Parent Grievance Procedure for Plagiarism

The following procedure is established by Elite Academic Academy to ensure that students' grievances are appropriately and fairly addressed in a timely manner. EAA prohibits discrimination against students and families based on disability, race, creed, gender, sexual orientation, color, national origin, or religion.

If a student is accused of plagiarism, cheating, or any other form of academic dishonesty, and the parent/student disagree, the following Grievance procedure should be followed in a timely manner:

1. A written response to EAA administration for the grievance that explains why he/she disagrees with the accusation.
2. EAA administrator will investigate and respond to the parent(s)/guardian with a written response within ten (10) working days.
3. If the grievance is not resolved, the student and parent(s)/guardian may request within ten (10) working days, a review with the governing school board. The governing board will then investigate and then respond to the student and parent(s)/guardian within ten (10) working days. The governing board will base their decision off a simple majority vote. The governing board's decision is final.



Elite Academic Academy uses various curriculums depending on the student's grade level and academic ability.

Course Grading Scale

Student grades are determined by student performance on assessments (formal and informal), teacher graded activities, computer-graded assignments, participation, and projects. Cumulative grade point averages (GPA) are determined by course letter grades, honors, and AP courses. All high school grades are given by the credentialed Elite Educator. For our TK-8th students' parent input is taken into consideration.

Grade Percentage	Letter Grade	GPA Unweighted	GPA Honors/AP Weighted
100-93%	A	4.0	4.8/5.3
92%-90%	A-	4.0	4.5/5.0
89%-86%	B+	3.7	4.2/4.7
85%-83%	B	3.3	3.5/4.0
82%-80%	B-	3.0	3.2/3.7
79-76%	C+	2.7	2.8/3.3
75-73%	C	2.3	2.5/3.0
72-70%	C-	2.0	2.2/2.7
69-66%	D+	1.7	1.8/2.3
65-63%	D	1.3	1.5/2.0
62-60%	D-	1.0	1.2/1.7
59-1%	F	0	0/0

*High school students who have only finished half the coursework **can** earn 2.5 credits and the grade earned for the units completed.

Class Rank

Students' Class Rank is determined by the weighted GPA scale and is used to determine honors graduates, high honors, National Honors Society determination, and college applications. Any grades that have been replaced by a higher grade from retaking a course will remain on the transcript but will not be calculated into the weighted total for class ranking.

Adding or Changing Courses

1. All course changes must be done within the first two weeks* of each semester.
2. Students or Parents/Guardians wanting to change a course in the middle of the semester must get permission from both the counselor and program administrator.
3. Students or Parents/Guardians wanting to change a course in the middle of the semester must present evidence of unsuccessful academic interventions (i.e tutoring, test-retakes etc.)
4. Students or Parents/Guardians wanting to add an extra course from what is being recommended will need to get permission from both the counselor and the program administrator.

* If a student changes a course, an addendum to the master agreement must be executed prior to or on the first day the student starts the new course.

Extensions

Elite Academic Academy understands that there are times when a student may need additional time to complete the learning objectives of a course. Should a student need extra time in a course, the student needs to request an extension from their Elite Educator prior to the last day of class with a plan to finish the course, and the time requested that is needed by the student to complete the course.

Middle school Grade Level Promotion, Retention, & Acceleration

Provisions for successful student progress toward identified benchmark expectations in meeting the California Content Standards shall be made by offering educational experiences of increasing complexity.

Each student's Academic Learning Plan shall be an integral part of the educational experience; providing students in need with the appropriate prevention, early intervention, remediation, and ongoing assessment and support services to help ensure success.

Decisions on the grade placement of students shall be based on academic performance and analysis of appropriate student data within a standards-based education system.

1. Factors to be weighed in the decision for grades K-8 include:
 - a. Achievement as demonstrated by academic performance and successful progress in meeting identified benchmarks as specified in the California Common Core Standards.
 - b. Multiple student data sources and supporting evidence including:
 - i. Report card and General Learner Outcomes ratings;
 - ii. School assessments;
 - iii. Student portfolios;
 - iv. Student performance on the CAASPP; and
 - v. Student progress on an Individualized Education Program (IEP).
2. Should the decision regarding promotion/retention/acceleration of a student be in question, the final decision of placement will be made by the Director upon completion of an SST and review of documentation and recommendation of the student's teacher(s) and in consultation with parents, and may include:
 - a. Promotion – placement in the next succeeding grade.
 - b. Conditional promotion – placement in the next succeeding grade with reservation.
 - c. Retention – placement in the same grade.
 - d. Acceleration – placement in a grade higher than the next succeeding grade.

IMPORTANT FACTS FOR GRADE LEVEL RETENTION/ACCELERATION

1. There can only be one retention for children grades K-8.
2. Parents have the right for voluntary retention one time in a child's K-6 career and must complete this board-approved waiver. This form can only be completed using DocuSign, and will NOT be accepted prior to a meeting with parents.
3. Currently enrolled students in grades 7-8 can only be retained for primarily academic purposes as deemed throughout the SST process.
4. Parents must attend an SST and be given research and literature on the benefits and risks both academically and socially for retention.
5. Students must have an academic plan in place to support continued growth.
6. Students being recommended for retention may need to complete at least two months of intervention using Fast ForWord or/a designated program before retention is approved
7. Voluntary Retention is not a part of the enrollment process. Retention is something that must be discussed with the academic team AFTER enrollment has been completed.
8. Parents may appeal a retention to the CEO or designee with their decision being final.

9. Students who have been retained once and are still experiencing academic difficulty should be referred to a Student Study Team, to ensure appropriate supports and services are in place for student success.
10. If a student has an IEP, retention would be an IEP team decision.
11. Retention/Promotion meetings take place in May (Year Round) and August (Traditional) each school year for the next year placement.
12. If a student is newly enrolled, and parents bring up a concern, a SST meeting will take place within the first two weeks of enrollment as long as that enrollment is before October 31st. Enrollment after October 31st will lead to retention for the following school year.
13. Students must be enrolled in their current grade level upon enrollment.
14. Mid- year retention is not permitted.
15. Mid-year acceleration will only be granted in the following extenuating circumstances:
 - Parents must be given research and literature on the benefits and risks both academically and socially for acceleration.
 - Students who are accelerated must have an academic plan to support continued growth.
 - Students must demonstrate they are advanced through local, state assessments and upon teacher recommendation.


High School Graduation Requirements

EAA's graduation requirements emphasize university preparatory courses of English, Mathematics, Science, Social Science, a Language Other Than English, and Visual and Performing Arts.

Credit and Graduation Requirements

EAA awards five credits per course, per semester. High school students are expected to be enrolled in a minimum of 30 units per semester; 230 credits are required to graduate. Students are eligible for a high school diploma when all requirements have been met. Please note that for UC/CSU admission eligibility, students will need to pass all A-G classes with a grade of C- or higher.

High School students are assigned a grade level based on the year of 9th grade entry. See your Academy Handbook for Course Options.

	University of California	Cal State University	NCAA Requirements	EAA Graduation Requirements
	Grade of C- or better in all approved courses (11 courses completed prior to senior year)		16 core courses (10 completed prior to senior year)	Grade of D- or better
A. Social Science/History	2 Years World History A/B US History A/B		2 Years World History A/B US History A/B	3 Years World History A/B US History A/B Government Economics
B. English	4 Years English 9 A/B English 10 A/B English 11 A/B English 12 A/B			
C. Mathematics	3 Years (4 years recommended) Algebra 1 A/B Geometry A/B Algebra 2 A/B		3 Years Must include Algebra 1 A/B	2 Years Algebra 1 A/B Other A/B Math course
D. Science	2 Years (3 years recommended) Biology A/B Chemistry A/B		2 Years Natural Science Physical Science	2 Years Life Science A/B Physical Science A/B
E. Language Other Than English (LOTE)	2 Years of the Same Language (3 years recommended)			1 Year LOTE A/B
F. Visual and Performing Arts (VAPA)	1 Year (2 semesters of the same discipline)			1 Year VAPA A/B
G. Electives	1 Year Any approved class from A-G categories (including CTE pathways)		One additional year of English, Math or Science	80 Elective Credits (any class beyond the minimum requirements, including CTE Pathways)
Physical Education			Students must register through the NCAA Eligibility Center	2 Years PE 1 A/B PE 2 A/B
Other	Optional SAT or ACT Exams		4 Additional Years of English, Math, Science, Social Science or LOTE	
Minimum GPA	3.0	2.5	2.3	Total of 230 credits

Transfer Credits/Transcripts

EAA seeks to work with each of the school districts in which students may be re-enrolling to agree upon transfer credit back to the district.

All students will be provided the information about the transferability of academic credit to other public high schools and the eligibility to meet college entrance requirements at the time of enrollment.

Repeated Courses/Credit Recovery

Courses that may be repeated for credit will be listed in the course description (e.g. English 9A). Courses in which grades of a D/F are earned may be repeated. The highest grade will be used in the GPA calculation. UC only allows a course to be repeated one time for grade replacement.

If a course title is amended, the new title of the course will be reflected on any current transcripts. EAA will retain a comprehensive list of courses.

Partial Credit

A high school student is eligible to earn partial credit if they complete at least one half of the course. Students will earn either 2.5 or 5 credits for a course.

Community College Information-Concurrent Enrollment

Students may enroll in community college courses with the approval of the Elite Educator and Program Director while taking the minimum of four Elite Academic Academy classes (20 credits).

Courses may be taken at a Community Colleges for dual enrollment credit if the following circumstances have been met:

1. Must be in good academic standing with Elite Academic Academy (to ensure the student has enough ability for college rigor).
 - a. Have received a 2.5 GPA in his/her most recent semester.
 - b. Have received a minimum of 20 credits in his/her most recent semester.
 - c. Demonstrates good attendance.
 - d. Must be enrolled in a minimum of 20 credits with Elite Academic Academy.

Community College Credit

High school credit will be awarded as follows:

Courses that are “3 units” or above. One semester of community college is equivalent to one year of high school credit. One community college course of 3 units or above = 10 high school credits (one year)

Community College Course Units Conversion:

College Units	Equivalent High School Credits
1 Unit	2.5 Credits
2 Units	5 Credits
3 or More Units	10 Credits

College courses must be approved prior to enrollment in the courses, to ensure courses meet one of the student’s graduation requirements and/or post-secondary plans.

A concurrent course form needs to be completed by the school counselor and needs both parent and student signature. The Program Director and/or School Counselor must sign the college approval forms prior to the student’s entry to community college.

Community college courses that are “100” level or above will earn an extra point on the grade scale, so an A would be worth 5 points on a 4-point high school scale.

Graduation/Promotion Ceremony

Graduation and Promotion ceremonies are an exciting time for Elite staff, students, and families! Graduation and Promotion ceremonies take place once a year at the end of the school year at various locations. Students and parents will be notified of graduation and promotion locations, dates, and times in ample time for planning.

High School Graduation Speakers

It is the policy of Elite Academic Academy to encourage the involvement of as many students as possible in the graduation ceremony. Therefore, selection of student speakers should not be confined only to those students with academic honors. In addition to a

Valedictorian, EAA academy directors will select 3 students, one per academy, to be keynote speakers at graduation.

High School Graduate “with Honors”

EAA graduates with an overall GPA of 3.5 or higher after the completion of the first semester of their graduation year will be distinguished with gold honor cords at graduation in recognition of their academic achievement.

Assessment

The goals of assessment are multi-layered. The goal is for staff to use assessment data not only to monitor and demonstrate continuous student progress and identify the areas for improvement, but also to measure the effectiveness of teaching strategies, progress toward meeting school-wide and state standards, and to evaluate the implementation of the annual strategic planning goals.

Elite Academic Academy recognizes that no single assessment can provide all of the necessary information to make fully informed curriculum and instruction decisions. A comprehensive assessment system, however, can provide useful data to assist the decision making process.

The following guiding principles are considered critical factors in the analysis of assessment data:

1. Assessments are an integral part of the instruction.
2. Using multiple indicators of assessment to evaluate success is essential.
3. Collecting and maintaining quality assessment data is important.
4. Emphasizing comparison of assessment data from year to year is the centerpiece of our improvement.
5. Communication of assessment data helps make informed decisions.

CA Standardized Testing Requirements for 2021-2022

Area	Content	Test	Participants	Grades	Window
CAASPP	ELA/Math	Smarter Balanced	All students at designated grade levels Exceptions: Students participating in CAAs and Els who are in their first year of attending US school	3-8 and 11	Elite window is April-June
CAASPP	ELA/Math	CAAs	Students with the most cognitive disabilities whose active IEP designates the use of an alternate assessment	3-8 and 11	Elite window is April-June
CAASPP	ELA/Math Interims	Smarter Balanced	All students	K-12	Optional test available at any time throughout the year
CAASPP	Science	CAST	All students at designated grade levels Exceptions: Students eligible for CAA for Science	5, 8 and once in high school	Elite window is April-June
ELPAC	Listening Speaking, Reading, and Writing	Initial ELPAC	All students whose primary language is not English as indicated on the Home Language Survey	K-12 th	Administered within 30 days of enrollment
ELPAC	Listening, Speaking, Reading, and Writing	Summative ELPAC	Identified English learners until they are re-designated as fluent English proficient	K-12 th	February 1 – May 31
ELPAC	Expressive (Speaking and Writing) Receptive (Listening and Reading)	Alternate ELPAC	Students with the most significant cognitive disabilities who are identified as English Learners and whose active IEP designates the use of an alternate assessment	K-12 th	January 12 through February 16
PFT	Aerobic Capacity Body Composition Abdominal Strength and Endurance Trunk Extensor and Flexibility Upper Body Strength and Endurance Flexibility	Fitnessgram	All students in designated grade levels	5, 7, 9	February 1 through May 31

ELPAC (English Language Proficiency Assessment for California)

The ELPAC test is used to measure how well students in kindergarten through twelfth grade understand English when it is not their primary language.

SBAC (Smarter Balanced Assessment)/CAASPP

The California Assessment of Student Performance and Progress (CAASPP) System consists of the following assessments:

- Smarter Balanced English language arts/literacy and mathematics
- California Alternate Assessments for English language arts, mathematics, and science

- California Science Tests
- California Spanish Assessment

SAT/ACT (optional)

The SAT Reasoning Test and the American College Testing Program (ACT) are standardized tests for college admissions. ACT and SAT tests are paid for individually by families or by fee waivers from the School Counselor. Most colleges accept the SAT or Subject Tests as part of their admissions process. The ACT test assesses high school students' general educational development and their ability to complete college-level work. For the latest SAT/ACT schedule and practice materials, go to:
<https://collegereadiness.collegeboard.org/sat>.

PSAT/NMSQT(optional)

The Preliminary SAT/National Merit Scholarship Qualifying Test is a co-sponsored program by the College Board and National Merit Scholarship Corporation (NMSC). PSAT/NMSQT stands for Preliminary SAT/National Merit Scholarship Qualifying Test. It is a practice test for the SAT Reasoning Test and gives students a chance to enter the National Merit Scholarship Corporation (NMSC) scholarship programs. The PSAT measures critical reading skills, math problem-solving skills, and writing skills. Students can register for these tests independent of EAA but can see an administrator or counselor for more information or fee waiver criteria. For the latest PSAT/NMSQT testing schedule or practice material, go to:
<https://collegereadiness.collegeboard.org/sat>.

Elite Benchmark Assessments

It is expected that all Elite Academic Academy students grades 3rd-12th take i-Ready diagnostic at least once yearly and K-2nd use the EasyCBM as a constant progress monitoring tool with a minimum of three diagnostics per year. Elite reserves the right to use alternative and more frequent informal assessments to support in gaining knowledge on the students academic ability.

i-Ready Diagnostic

i-Ready is an adaptive math and reading assessment designed to provide teachers with actionable insight into student needs. It offers a complete picture of student performance and growth, eliminating the need for multiple redundant tests. By adapting to student responses and assessing a broad range of skills—including skills above and below a student's chronological grade—the i-Ready Diagnostic pinpoints student ability level,

identifies the specific skills students need to learn to accelerate their growth, and charts a personalized learning path for each student.

EasyCBM (K-2nd)

CBMs are standardized measures that sample from a year's worth of curriculum to assess the degree to which students have mastered the skills and knowledge deemed critical at each grade level. At each grade level, alternate forms of each measure type are designed to be of equivalent difficulty, so as teachers monitor student progress over time, changes in score reflect changes in student skill rather than changes in the test forms.

The reading tests include measures of: Alphabetic Principle (Phoneme Segmenting, Letter Names), Phonics (Letter Sounds), Fluency (Word Reading Fluency, Passage Reading Fluency), Vocabulary, and Comprehension (Multiple Choice Reading Comprehension). These measures are based on the "Big Five" from the National Reading Panel. Phonemic Awareness Alphabetic Principle Accuracy and Fluency with text Vocabulary Comprehension

The math tests are based on the National Council of Teachers of Mathematics (NCTM) Focal Point Standards in Mathematics and include three test types per grade (aligned with the NCTM Curriculum Focal Points for each grade level). Each of the math tests is comprised of 16 items.

California Healthy Youth Act (CHYA) (AB 2601)

CHYA requires that all California public schools provide comprehensive sexual health and HIV prevention once in middle school and once in high school. AB 2601 extended that requirement to charter schools. The law requires the following:

1. To provide pupils with the knowledge and skills necessary to protect their sexual and reproductive health from HIV and other sexually transmitted infections and from unintended pregnancy;
2. To provide pupils with the knowledge and skills they need to develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family;
3. To promote understanding of sexuality as a normal part of human development;
4. To ensure pupils receive integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention instruction and provide educators with clear tools and guidance to accomplish that end;
5. To provide pupils with the knowledge and skills necessary to have healthy, positive, and safe relationships and behaviors

You as a parent also have the right to excuse your child from participating. If you choose to not participate please write a handwritten letter or email to the Director of your program with the following:

1. Name of Student
2. Date
3. Signature
4. State that you are excusing your child from CHYA instruction
5. This must be done once in high school and once in middle school

English Language Learners (EL)

A Home Language Survey is sent home prior to the beginning of the school year, which targets students whose primary language at home is a language other than English. This classifies the student as an English Learner (EL) student. The process for the EL student is as follows:

1. Newly identified (TBD) English Learner students are tested at the beginning of each school year using the Initial English Language Proficiency Assessment for California (ELPAC).
2. Previously identified EL students take the Summative English Language Proficiency Assessment for California in the Spring
3. After the state ELPAC scores are released, parents are notified of the results within 30 days.
4. EL students who do not accelerate one level per year on the ELPAC, or a similar benchmark, will be monitored and given extra targeted support services.
5. All EAA students are in an English Language Mainstream academic program, with an EL Support Course (Such as English Language Development ELD). The mainstream curriculum is supported by EL authorized teachers and includes vocabulary, visual, and thematic based support. EL students are accommodated within the curriculum by providing multiple opportunities to demonstrate mastery on all assessments, including writing assignments.

Criteria for Reclassifying (RFEP) EL students

The following criteria are used in tandem to determine reclassification:

1. Early Advanced or Advanced with no subscore below Intermediate, or a similar criterion on the ELPAC.
2. Parent Approval.

3. Teacher or Assessment Coordinator approval based on work product, performance in courses, or other relevant academic criteria.

English Language Translation Services

Elite Academic Academy will translate documents for families, as required by law. Documents including ELPAC testing correspondence, all reclassification materials, and the Master Agreement, will also be translated, as needed.

Special Education/504

Elite Academic Academy adheres to all laws regarding special education including the California Education Code; the Individuals with Disabilities Education Act (IDEA); Section 504 of the Rehabilitation Act; and the Americans with Disabilities Act (ADA). As a public school, Elite Academic Academy provides eligible students with disabilities a free appropriate public education (FAPE) through the provision of special education and/or related services, depending on their disability and level of need, under an Individualized Education Program or a Section 504 Plan. Contact Elite Academic Academy's Special Education Coordinator for more information on Elite Academic Academy's policies and procedures related to the identification, evaluation, placement, and provision of FAPE to students with disabilities.

Student Clubs

Elite students in grades K-12 have the unique opportunity to participate in various club offerings.* Each unique club has an advisor who facilitates meetings and trips. Student club opportunities are held in-person as well as virtually using the Zoom platform.

All Elite students are invited to participate in Club Rush at the beginning of each school year to learn more about Club offerings and opportunities. All Club Announcements and events will be placed in the Parent Square Calendar, including meeting locations, times, and zoom links, as applicable. Any student attending a club field trip must have the Elite approved field trip documents signed by the student and parent/guardian, and turned into the Club advisor 48 hours prior to the event.

To learn more about Club offerings and advisors, please visit the Elite Academic Academy website.

*Students can only participate in the enrichment academy if they have a 2.0 grade point average and are making academic progress.

Career Technical Education (CTE)

Students in grades 7-12 may participate in our Career Technical Education pathways. Elite Academic Academy currently offers the following Career and Technical Education (CTE) programs: Visual & Performing Arts, Marketing, Recreation & Tourism, Software and Systems Development, Education, Public Safety, Patient Care, Residential and Commercial Construction, Entrepreneurship/Self-Employment, Game Design and Integration, and Design, Visual, & Media Arts. CTE courses are weaved into your student's academic schedule and these courses prepare students for post-secondary college and careers in various industry sectors.

CTE pathways are designed to prepare students for postsecondary education and training and to help them make a smooth transition into the workforce. Students have the opportunity to earn college credit, gain industry certifications, experience an internship, and more.

Most CTE courses are A-G approved for students interested in meeting the A-G or NCAA requirements for Cal State or CSU entrance. For more information about CTE opportunities, please contact your Elite Educator.

Athletics

The Elite Athletic Academy believes every child deserves the opportunity to play sports.* EAA provides student/athletes of all levels the unique opportunity to customize their athletic development and experience. Students may choose their athletic interest and attend training or participate in sports using a Community Partner or their athletic club sport/training. Student athletes who are interested in playing college level sports are also eligible to register with NCAA. Creating a student account at NCAA.org, is the first step to becoming an NCAA student-athlete. For more information about Elite Athletic Community Partners or any other athletic questions, please contact Andy Allanson Athletic Academy Lead, or call 1-866-354-8302 ext. 709

*Students can only participate in the enrichment academy if they have a 2.0 grade point average and are making academic progress.

Field Trip Policy

Elite Academic Academy students will be provided with the opportunity to attend field trips (local and overnight). Safety and learning of all students is the top priority of the staff at all times. Students who have a failing grade, poor attendance, or poor behavior history will be ineligible to participate.

Elite Academic Academy plans about 2 field trips per month (16-18 per year) depending on availability. Parents are welcome to suggest ideas for possible field trips to the Program Directors. Students are able to use their educational funds to pay for field trips. Unless otherwise required by applicable law under certain circumstances, parents are required to transport their child on the field trips. Parents and siblings are welcome to come along on field trips but must pay for the field trip on their own. Parents are required to fill out an Educational Activity form for all students participating, and the Parent/Sibling form for non-Elite Academic Academy students, and provide non-refundable payment prior to the field trip.



Educational Funds

Use of Educational Funds

Elite Educators are responsible for ensuring academic and Common Core alignment of educational funds. At Elite Academic Academy, parents work alongside their Elite Educator to ensure high quality and relevant use of funds. Educational Funds do not “belong” to the students or parents. Rather, they are available to cover the costs of providing educational services to students. It is the responsibility of the Elite Educator/Program Director to make sure state funds are spent wisely.

Educational Fund accounts are managed by your Elite Educator to be used for various educational materials, tutoring, and Community Partner classes. Your Elite Educator may make recommendations for educational materials based on the individual needs of the student. Using their best professional judgment, the Elite Educators evaluate and approve all Educational Fund requests.

If a proposed selection is denied, then alternatives will be suggested by the Elite Educator. The parent/legal guardian may appeal a denial to the Program Director. The rationale provided by the parent/legal guardian concerning the educational merits will be reviewed and any decision made at this level is final.

If any unusual orders are noted outside the scope of these guidelines and are deemed unnecessary such orders may be denied.

If adequate academic progress is not being made, the use of Educational Funds will be used first towards intervention/tutoring and curriculum to help instruction. If a student is designated *as needing intervention/tutoring, the TOR shall earmark a minimum of \$200 per semester of Educational Funds to ensure funding for intervention, tutoring or other means is available to close achievement gaps. Requests for material other than tutoring and academic help may be denied if adequate academic progress is not being made.

*This is determined by state testing, I Ready and EasyCBM testing , informal assessment and work completion.

When deciding how to use Educational Funds for instructional materials, it is important to consider the following:

1. Basic Educational Items: Educational funding is allocated to the student for the support of new learning with a relatively minimal amount allotted to the maintenance of skills that have already been mastered. Elite Academic Academy will not provide instructional materials or classes disproportionate to what a similar student would receive in a traditional public school. It is imperative that the core curriculum is purchased first.
2. Acceptable Use of Educational Funds Include:
 - a. Textbooks and workbooks
 - b. Tutoring
 - c. Supplemental Instructional Community Partner Classes – e.g. Art, PE, Music
 - d. Approved Online Learning Programs
 - e. Basic School Supplies - Excessive quantities of any item are not allowed.
3. Educational Materials That Support New Learning: When utilizing Educational Funds, materials and services selected must promote and advance student learning and achievement and reading (library type) books that correlates to the student's academic plan. We encourage students to use their public library for books outside that scope.
4. Deadline for Ordering Instructional Materials: Educational Fund items need to be ordered by the designated deadlines. For the 2021-2022 academic school year, the last day for you to submit requests for materials or service to your Elite Educator will be Friday, April 1, 2022.
5. Tracking of Materials: Each Elite Educator and parent/legal guardian bears the responsibility for tracking the expenses incurred to meet the educational needs and choices of each student.
6. Responsibility of Instructional Materials: Parents assume responsibility for instructional materials upon receipt from Elite Academic Academy. All non-consumable items must be returned to the school in good condition upon request or upon disenrolling from the program. Families are welcome to keep learning materials over the summer if they are re-enrolled or if they are going to use the materials with other siblings. This is subject to discretion of the Elite Educator/Program Director.
7. Need to Reflect an Appropriate Course of Study: The purchase of educational materials should be consistent with the academic plan agreed upon by the parent/legal guardian and the Elite Educator.
8. Non-Consumable Materials: All materials ordered with educational funds are the property of Elite Academic Academy. All non-consumable materials ordered or borrowed from Elite Academic Academy that are no longer being used by the student must be returned to your Elite Educator when the family is done using them. If it is determined that any student has an excessive quantity of non-consumable materials checked out, these items will be requested to be returned.

9. Lost, Damaged or Misplaced Non-Consumable Materials: Parents/legal guardians are financially responsible for any non-consumable educational materials that are lost, misplaced or damaged by the family during the current academic school year.
10. Educational Funds Do Not Roll Over from Year to Year: Educational Funds issued each year are to be used during the current academic school year.
11. Family Accounts: The transfer or “pooling” of Educational Funds is a privilege afforded to Elite Academic Academy families and must be demonstrably related to a specific objective in core academic areas. No more than \$250 of a student’s funds may be transferred to a sibling’s account. This must be approved by the Program Director and Elite Educator and they have the discretion to deny this request.

Additional Materials Ordering Information

1. PE Equipment: Educational funds may not be used for consumable PE related items, which cannot be repurposed or subsequently used by another student (clothing, footwear, etc.) Basic sporting items such as a jump rope, a basketball or soccer ball would be acceptable. Maximum of \$250 for athletic equipment.
2. Materials that create an “end product” (consumable): A maximum of \$250 per student per year can be spent on supplies that have an “end product.” These supplies include science kits, history/social studies kits, scrapbooking, fabric, crocheting materials, knitting materials, construction paper, paint, glue, art pencils, crayons, cardstock, and all other art materials.
3. Instructional Games and Kits (non-consumable): A maximum of \$150 per student with a maximum of \$300 per family.
4. Microscope: Up to \$250 in Educational funds may be used to order one (1) microscope per family per academic year if there is not one available.
5. Musical Instruments: Up to \$250 in educational funds may be used per family for musical instruments and any peripheral items necessary for the basic use of the item. Any type of registration fee for music related events, competitions, and/or performances are not allowed. Instruments are non consumable material items and are the property of Elite Academic Academy. Any kind of deposits needed to rent musical instruments are not allowed as they would be the responsibility of parents/legal guardians. Parents/legal guardians are financially responsible for the care and maintenance of the musical items. Instruments must be returned when they are no longer part of the student’s academic plan.
6. Supplies: Two printer cartridges and 6 reams of paper are allowed per family per year.
7. Technology: Students may request a Chromebook for \$225 in Educational Funds. Students who qualify for Free/Reduced lunch and do not have home internet access may instead request a Chromebook with LTE access for \$325 in Educational Funds. LTE access is limited to Sprint's 4G service area and may not be accessible for every student. Families can also apply for discounted internet through

<https://www.everyoneon.org/>. All issued devices are to be used for academic purposes only, and as such, will have internet filters and limited functionality. Issued devices are the property of Elite Academic Academy and must be returned in working order when unenrolling from the school, or as requested by the Technology Department for upgrades and servicing. Repair costs resulting from misuse will be charged to Educational Funds.

8. Online classes are acceptable uses of funds. Examples are Strongmind, Rosetta Stone, Raz-Kids, Time for Learning, BYU Online, Brave Writer, ALEKS, Art of Problem Solving, Well Trained Mind Academy, Online G3, Accelerate Ed, Edmentum, and other approved Community Partners.
9. Educational Funds can be used for any Elite Academic Academy sponsored events (educational activities).
10. Approved tutors or tutoring agencies for core curriculum improvement.
11. Gym Memberships for 12 years old and up - waiver must be signed.
12. Memberships will be evaluated by the Program Director on a case by case basis and must meet Common Core standards.

Unacceptable Use of Educational Funds

The following items are NOT allowed when using Educational Funds:

1. Excessive Quantities of any Educational Materials – No more than a reasonable per student quantity of items is permitted.
2. Generic library books intended for free reading and not a part of the student's academic plan. Please use your local public library.
3. Sophisticated Office Supplies: Filing or shelving units, paper shredders, paper cutters, laminate machines, electric pencil sharpeners, electric staplers, tape dispensers, etc.
4. Home and Office Equipment: DVD and CD players, tablets, faxes, phones, dictation equipment, TV's, three-in-one printer/copier/scanners, etc. It helps if a student's home is equipped with the basic home and office supplies.
5. Sectarian / Religious Service Community Partners or Materials: While some of our approved Community Partners may carry items that are religious in nature, such items cannot be ordered. (However, educational materials that survey a variety of world religions or viewpoints may be acceptable based on the academic plan at the discretion of the director.)
6. Food
7. Personal Hygiene Items
8. Kitchen Equipment
9. Yard Equipment
10. SPED Services

11. Community Partners fees related to anything other than instruction: No fees unrelated to direct instruction will be allowed including registration fees.
12. Materials or services that may expose the student or Elite Educator to potential danger or serious injury are not permitted.
13. Dissection Tools and Science Kits (such as Chemistry) must be age appropriate.
14. Large or Heavy Items: Limited to those items which the staff can reasonably transport and house.
15. Inappropriate materials and/or services: Subject to review by the Elite Academic Academy Director.
16. Amusement Park Memberships are not appropriate use of Educational Funds.

This list is not all inclusive. Elite Academic Academy reserves the right to refuse selections that are deemed inappropriate. Contact your Elite Educator if you have questions or concerns.

Educational Funds -TK-8th

The amount of funding allocated to each student's academic plan is based on the academic calendar. Educational Fund allotments vary depending upon the student's enrollment date. Students enrolled prior to September 1, 2021, receive the full funding amount of \$2850* (TK-8th) in two distributions for the academic year.

- 1st Distribution Date: 8-1-2021, Amount \$1425* (TK-8th)
 - 2nd Distribution Date: 1-2-2022, Amount \$1425* (TK-8th)
- *Due to COVID 19 and potential state budget cuts this number is subject to change

Students enrolled after September 1, 2021 receive the funding amounts for the academic year in the following allocation(s) based on their enrollment month.

TK-8th Grade Funding Schedule

	August (or Earlier) Enrollment	Sept.	Oct.	Nov	Dec.	Jan.	Feb.	Mar.
Aug	1425*							
Sept	(after the 1st)	1140						
Oct			855					
Nov				570				
Dec					285			

Jan	1425*	1425	1425	1425	1425	1425		
Feb							1140	
Mar								855
TOTAL	2850*	2565	2280	1995	1710	1425	1140	855

NOTE: The deadline to place orders for the 2021-2022 academic school year will be Friday, April 1st, 2022. Elite Educators will request order submissions prior to this date to ensure time for processing. It is the responsibility of the parent to send order information in a timely manner to their Elite Educator. Orders will not be processed after this date. There is the potential for orders to be cancelled during the school year because items become unavailable. If you wait to place orders at the deadline, it is possible that all items will not be available, and you will lose your ability to place another order.

Educational Funds 9th-12th

The amount of funding allocated to each student's academic plan is based on the academic calendar. Educational Fund allotments will vary depending upon the student's official enrollment date. Students enrolled prior to September 1, 2021, will receive the full funding amount of \$3200*(9th-12th) in two distributions for the academic year.

- 1st Distribution Date: 8-1-2021, Amount \$1600* (9th-12th)
- 2nd Distribution Date: 1-2-2022, Amount \$1600* (9th-12th)

*Due to COVID 19 and potential state budget cuts this number is subject to change

Students enrolled after September 1, 2021 will receive the funding amounts for the academic year in the following allocation(s) based on their enrollment month.

9th-12th Grade Funding Schedule

	August (or Earlier) Enrollment	Sept.	Oct.	Nov	Dec.	Jan.	Feb.	Mar.
Aug	1600*							
Sept	(after the 1st)	1280						
Oct			960					
Nov				640				

Dec					320			
Jan	1600*	1600	1600	1600	1600	1600		
Feb							1280	
Mar								960
TOTAL	3200*	2880	2560	2240	1920	1600	1280	960

NOTE: The deadline to place orders for the 2021-2022 academic school year will be Friday, April 1st, 2022. Elite Educators will request order submissions prior to this date to ensure time for processing. It is the responsibility of the family to send order information in a timely manner to their Elite Educator. Orders will not be processed after this date. There is the potential for orders to be cancelled during the school year because items become unavailable. If you wait to place orders at the deadline, it is possible that all items will not be available, and you will lose your ability to place another order.

Community Partners

An Elite Academic Academy community partner is an independent contractor who partners with EAA to provide materials and/or services for EAA students that are paid for with the student's educational funds. Requests to add new Community Partners to EAA's approved list can be made by providing an Elite Educator with the Community Partner name, phone number, email address, website, and type of Community Partner. Elite Community Partners must go through our selection process to qualify to serve EAA students. EAA aims to provide a diverse range of curriculum to help personalize education for each student and has the right to refuse a partnership that does not meet the Elite guidelines.

Elite Academic Academy works with several Community Partners to help support our educational model and philosophy. Students can attend in-person partner classes **up to two days per week ONLY**. Community Partners are private entities that help support a well rounded independent study educational journey. Community Partners are to provide **enrichment ONLY** opportunities while Elite Academic Academy provides core curriculum. Please Note: Elite Academic Academy will not support a Community Partner that looks to be a private school, acting as a school or claiming they are a school.

An Elite Academic Academy community partner is responsible to have all new employees/contractors (hired subsequent to being approved as a community partner) cleared using DOJ Live Scan prior to having any direct contact with students. Community Partners shall provide Elite with an updated certification pursuant to the Employer

Fingerprinting Clearance Form for each new employee/contractor that will be in contact with students. Community Partner shall continually monitor the status of all its employees/contractors to ensure that any certification provided to Elite remains valid and accurate.

Parent Reimbursement

Students must be making satisfactory academic progress in core classes and must have curriculum purchased prior to requesting reimbursements. All Community Partner educational opportunities need to be approved and put in the OPS system by your Elite Educator. If you want to be reimbursed for approved curriculum, you must also have pre approval in writing. (All Educational fund and Community Partner Policies outlined above also apply to enrichment.)

Working with a Community Partner, not on EAA's approved list, must be approved by an Elite Educator prior to enrolling. Reimbursements are only applicable to pre-approved Community Partners by the Elite Educators and Directors that are not on the EAA's approved list. Reimbursements are obtained by completing the required form and submitting the original receipt within 30 days of completed service. We do have organizations and items that are not eligible for reimbursement so it is very important that pre-approval is given BEFORE attending a class or purchasing items. Please see your TOR for more information. In addition:

1. Parents/Guardians must contact their Elite Educator prior to registration in the class to check on availability of funds and ensure academic alignment.
2. Parents need approval in writing that the class is aligned with the students' academic program and they are eligible for reimbursement.
3. If funds are available, the Elite Educator gives parents the Reimbursement Request to fill out. Parents complete the form and return the form with the original receipt.
4. Elite Educators must include a description of the class/course and how it aligns to the standards.
5. Parents are reimbursed after completion of the class.
6. Reimbursements are only applicable to pre-approved Community Partners by the Elite Educators and Directors that are not on the EAA's approved list.
7. Reimbursements MUST be submitted no later than 30 days after the service is provided or a good is received. Late reimbursements are subject to denial.

[Parent Material Expense Reimbursement](#)
[Enrichment Reimbursement](#)

See Elite Academic Academy's website for EAA's approved community partner list



Technology and Online Services

Technology Acceptable Use Agreement

Elite Academic Academy (“EAA”) offers its educational community a wide range of technologies and online tools to support teaching and learning. EAA is committed to promoting a respectful, secure, and responsible learning environment in all areas of the educational setting, including the digital context. This Technology Acceptable Use Agreement (“AUA”) provides students and parents (all references to “parents” in this AUA include parents and/or legal guardians) with the rules, expectations, and guidance for a student’s appropriate use of EAA technology.

Use of EAA technology shall comply with all Elite Academic Academy Board policies and procedures as well as all applicable federal and state laws. California Education Code 48900 also applies to this AUA.

EAA technology includes: computing devices and peripherals (e.g., computers, laptops, tablets, wearable technology, etc.); network and communication devices/services (telephones, wireless networks including WiFi access points, email systems, etc.); EAA-managed online services (such as G-Suite/Google Apps For Education, Parent/Student Square, StrongMind, etc.); access to all online collaboration and information sources; and any and all future technology provided to students.

Use of EAA-provided online accounts and technology is a school-sponsored activity. Actions and behaviors while using school accounts and/or technology falls under the purview of this AUA. Students are cautioned to communicate responsibly while online at all times to ensure the school environment remains safe and welcoming to all.

By accepting and using EAA technology students and parents agree to the following:

1. Students and parents grant specific consent, as defined by the California Electronic Communications Privacy Act (also known as “CalECPA” or Senate Bill 178), for EAA to review and monitor all electronic communication information and electronic device information created with, stored on, or transmitted via EAA technology.
2. Student use of EAA technology may be monitored or accessed without any further advanced notice. Students have no reasonable expectation of any right to privacy while using EAA technology; which includes any and all files and communications traveling over or stored on its network, or while using EAA provisioned accounts and online resources including email and online collaboration tools.

3. Elite Academic Academy staff may act as an authorized agent for the creation of online student accounts solely for educational purposes in accordance with state and federal student information privacy laws (COPPA, FERPA, SOPIPIA, etc.). EAA managed student accounts may include, but are not limited to, online accounts created to access Google G-Suite (Google Apps for Education), StrongMind, ParentSquare, Fast ForWord, and any other apps, programs, or online services and digital curriculum resources for the purpose of student learning.

By law, parents may choose to opt out of this implied parental consent by obtaining a Student Online Account Opt Out Form from the Instructional Technology Dept, completing the form, and scheduling a conference with the school Director to discuss reasons for and the consequences of opting out, which may include an inability to continue accessing EAA curriculum.

4. The following activities or uses of technology are prohibited to ensure a respectful digital learning environment:
 - a. Using technology to threaten, bully, or harass others by sending, accessing, uploading, downloading, or distributing text, images, or other materials or means that are offensive, threatening, profane, obscene, or sexually suggestive or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion or political beliefs.
 - b. Searching for, accessing, creating, or possessing lewd, sexually suggestive, graphically violent, illegal, or derogatory/demeaning images and/or media files.
 - c. Bypassing (or attempting to bypass) the EAA's internet content filter through a web proxy, anonymizers, or other means from a EAA device.

Online Netiquette and Policies

"If you wouldn't do or say it in real life, don't do it online either."

Netiquette refers to the rules that apply to EAA's online communication. Below are guidelines for students to adhere to for email and when posting online for class discussions, collaboration, and presentations:

1. Do not type in ALL CAPS! To others reading your screen, it seems as though you are yelling!
2. Stay on topic; if the conversation leads you in a completely different direction, leave the other topic for discussion via IM, online chat groups, clubs, in person, or on the phone.

3. Do not badmouth others or call them names. If you disagree with a classmate on a topic, state your opinion without name calling.
4. Address classmates with their names. Always say "please" and "thank you." Manners go a long way!
5. Make sure you read through the entire discussion thread before responding. Someone else may have already posted your idea.
6. Always check spelling, grammar, and read through your response before posting. Autocorrect can sometimes be incorrect.
7. Be forgiving of your classmates if they make a mistake. We are all in this together to learn and sometimes the best lessons come from simple mistakes.

Cyberbullying and Harassment

Elite Academic Academy has a zero tolerance policy for cyberbullying or harassment of any kind. Students are responsible for behaving in an appropriate, responsible, ethical, and legal manner when communicating online or in person.

1. Harassment is defined as any unwanted conduct or creating an unpleasant or hostile situation based on a protected class (i.e. race, color, national origin, religion, gender, age, disability, or sexual orientation).
2. Cyberbullying can be, but is not limited to, threats, insults, verbal abuse, racial slurs, sharing negative, harmful, false, or mean content about someone else through digital devices and platforms (IM, email, discussion threads, chat rooms, websites, social media, etc.).
3. Offensive content is defined, but not limited to, sexual comments, sexual images, racial slurs, gender-specific comments, disabilities, color, race, or economic status.

Examples of this behavior include but are not limited to:

- Sending false, cruel, vicious messages.
- Creating websites that have stories, cartoons, pictures, and jokes ridiculing others.
- Breaking into an email account and sending vicious or embarrassing materials to others.
- Engaging someone in electronic communication, tricking that person into revealing sensitive personal information and forwarding that information to others.
- Posting a picture of someone else without their permission.

When communicating in the EAA online environment, students are expected to adhere to the following procedures, regulations, and policies:

1. Accepting an instant message (IM) means it will be used properly for school purposes and communication with faculty and staff will be appropriate and free from cyberbullying or harassment.
2. Communication in email or Live Sessions will be free from cyberbullying and harassment. Contents in an email or Live Sessions will be school appropriate.
3. Cyberbullying or harassment by any faculty, parent/guardian, or student will not be tolerated in the online environment or in person.

Harassment, cyber-bullying, and offensive content are actions that present situations which interfere with the culture of Elite Academic Academy and student academic and social success; they will not be tolerated.

Student Reporting for Cyberbullying/Harassment

If a student feels that he/she is a victim of cyber-bullying or harassment, the following steps should be followed:

1. Do NOT respond to the person accused of harassment or cyberbullying.
2. Keep evidence of cyber-bullying and record the times, dates, and descriptions or screen shots of the bullying.
3. If the cyberbullying from another student occurs during a live session or group assignment, notify the Elite Educator and send the Elite Educator documentation as soon as possible.

If Cyberbullying or harassment occurs from another Elite student outside of the classroom environment, document the incident and send the documentation to the Program Director as soon as possible.

If the Cyberbullying or harassment is from an Elite Faculty member, document the incident and report it to the Program Director as soon as possible.

If the Cyberbullying or harassment is from an Elite Administrator, document the incident and report it to the School Counselor as soon as possible who will report it to the Chief Executive Officer.

Administrative Action Plan for Cyberbullying/Harassment

When a student reports an incident of cyber-bullying or harassment to a Elite Educator, the Elite Educator will follow the protocol below:

1. Review documentation of abusive communication from the student.
2. Discuss the incident with the accused student and determine the best course of corrective action. If the incident is severe enough, the teacher will contact the Program Director. Documentation of the incident will be placed in the student's discipline file.
3. Schedule a phone conference with the accused student's parent(s)/guardian to discuss the matter.

If, in the sole discretion of EAA the incident warrants consideration of expulsion, EAA may initiate the expulsion process.

When a student reports an incident of cyberbullying or harassment to a Program Director, the following protocol will occur:

1. The Program Director will collect all available documentation concerning the incident.
2. The Program Director will discuss the incident with the student and will decide what further actions, if any, are appropriate. Documentation of the incident will be placed in the student's discipline file.

If a student reports harassment or cyberbullying by an EAA staff member or Community Partner, EAA will take necessary actions in accordance with EAA policies and as required by state and federal law.

Consequences for students who partake in Cyberbullying or Harassment may include:

- Participate in a parent(s)/guardian conference.
- Receive a warning about a possible expulsion for a repeated offense.
- Work with the school counselor to complete a bullying prevention program.
- Attend counseling sessions.
- Referred to be a candidate for expulsion.
- Notification sent to Law Enforcement.

The Program Director will promptly notify the parents or guardians of the target and the aggressor about the results of the investigation; and, if bullying or harassment is found, what action is being taken to prevent further acts of bullying or retaliation. Because of the legal requirements regarding the confidentiality of student records, the Program Director cannot report specific information to the target's parent or guardian about the disciplinary action taken unless it involves a "stay away" order or other directive that the target must be aware of in order to report violations.

Elite Google Accounts

Students will use Elite-issued Google Suite accounts to complete assignments, communicate with their teachers, sign in to Chromebooks (when issued), and learn 21st-century digital citizenship skills.

These tools include:

Gmail: an email account within the Elite domain, i.e. Joe.Chavez@eliteacademic.com (with limited capabilities)

Google Classroom: an application that enables teachers and students to share activities/work

Google Docs: word processing, spreadsheet, presentation and drawing applications that allows multi user access and editing.

Google Drive: document storage that allows the student to access documents from any device with web capabilities.

Remember that G Suite is a school environment. You are responsible for following all Elite Academic Academy guidelines when using these tools. Although parents may request that students share the password with them, it should not be shared with anyone else.

Elite-Issued Chromebooks

Students needing access to technology may have an Elite Chromebook issued to them. Use of this equipment/property is for the benefit of the student and any other use is not authorized.

Loaned equipment/property shall be reasonably safeguarded and secured.

Loaned equipment/property remains the property of Elite and will be returned when the student ends enrollment or upon the request of Elite staff.

Any loss or damage of equipment/property SHALL be immediately reported to Elite Academic Academy Charter School (EAA). The borrower is fully liable for any damage or loss occurring to the equipment due to negligence during the period of its use. Cost for repairs or replacement will be taken from instructional funds. Users shall not be

responsible for damage due to normal wear and tear or due to an internal hardware/software failure.

Students will only use their Elite-issued school Google account when using an issued Chromebook.

Chromebooks are filtered and monitored for inappropriate internet usage. Repeated violations could result in forfeiture of use of the device, and/or disciplinary action.

Elite-Provided Internet Access

Internet access allows students to meet the attendance requirement for courses; offers valuable information for the students academic research; and allows diversity for learning; however, access to the internet must be used in a responsible, ethical, safe, and legal manner.

On a global internet network, it is impossible to control all materials and sometimes students may discover controversial information by accident or deliberately. Elite-issued Chromebooks are equipped with a web filter and monitor program to limit exposure to inappropriate material, but Elite Academic Academy (EAA) families should be aware that some material available and accessible on the internet may contain inaccurate information, offensive information, and some potentially illegal items.

With this said, Elite Academic Academy does not authorize and does reject all claims accessed via the internet. This disclaimer includes direct, incidental, consequential, indirect, or punitive damages arising from the use of the internet. EAA believes that the benefits from the use of the internet for academic purposes far outweighs that of material that users may procure which are inconsistent with EAA's academic goals.

Internet access is a privilege, not a right; therefore, students, families, and staff must adhere to the strict guidelines of EA internet use. Below are examples of internet usage which may result in punishable infractions:

- Using obscene, profane, lewd, vulgar, rude, threatening, or disrespectful language (CA Law & EVA policy)
- Copying or plagiarizing internet content.
- Creating or distributing computer viruses or content that may be harmful to others computers
- Hacking into others' systems
- Sending spam mail

When students end their enrollment with Elite, the family is responsible for packaging the device so as to prevent breakage and returning it to Elite Academic Academy within 14 days of withdrawal.

Failure to return the device will result in a bill of charges being sent to the family.

Canvas Learning Management System (LMS) Technology Requirements

For best performance, the Canvas Learning Management System should be used on the current or first previous major release of Chrome or Firefox. Although Canvas runs on Safari, some StrongMind courses are not compatible with this browser. Because Canvas is built using web standards, it runs on Windows, Mac, Linux, iOS, Android, or any other device with a modern web browser.

Canvas only requires an operating system that can run the latest compatible web browsers. Your computer operating system should be kept up to date with the latest recommended security updates and upgrades.

Student Portal Pictures on Canvas LMS

When uploading your student picture in the LMS, there are guidelines to follow. Your portal photo should follow these guidelines:

1. A single headshot from the shoulders up; do not include photos with groups of people.
2. A current photo.
3. Make sure your photo is right-side up and not slanted or sideways.
4. Do not use blurry photos or photos with a filter.
5. Writing on the photo is not permitted.

Elite Tech Support

For troubleshooting help, please contact Technology Support at elitetech@eliteacademic.com.



Policies/Procedures/Regulations

Substance Abuse, Suspension, and Expulsion Procedures

Students may be suspended or expelled from EAA for non-compliance with the terms of the parent-student contract, or any material violation of any of the conditions, standards or procedures set forth in the charter school charter, the school handbook, the school's policies and procedures, or for practices described in CA Education Code 48900 (quoted below). The Special Education Director will be involved in the suspension/expulsion process for all identified pupils with disabilities to ensure full compliance with the law.

This charter school will suspend a student from participation in all school events outside of the student's home if the student is found to have committed any act listed in CA Education Code 48900 that occurs during, or while going to, or coming from, a school sponsored class, a school site, an assessment session, or any other school activity. If the student violates a written requirement to be at home during school hours and not at any location where the school is holding educational events, the suspended student is subject to expulsion.

CA Education Code 48900

(a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person. (2) Willfully used force or violence upon the person of another, except in self-defense.

(b) Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any 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 principal or the designee of the principal.

(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.

(d) Unlawfully offered, arranged, or negotiated to sell any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health

and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.

(e) Committed or attempted to commit robbery or extortion.

(f) Caused or attempted to cause damage to school property or private property. (g) Stolen or attempted to steal school property or private property.

(h) Possessed or used tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.

(i) Committed an obscene act or engaged in habitual profanity or vulgarity.

(j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.

(k) 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.

(l) Knowingly received stolen school property or private property.

(m) Possessed an imitation firearm. As used in this section, "imitation firearm" means 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.

(n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.

(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

(p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma. (q) Engaged in, or attempted to engage in, hazing as defined in Section 32050.

Suspension Procedure

Informal Conference:

Suspension shall be preceded by an informal conference conducted by the Elite Academic Academy CEO or designee with the student and whenever practicable, the teacher, supervisor or school employee who referred the student to the CEO.

The conference may be omitted if the Elite Academic Academy CEO or designee determines that an emergency exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for a conference.

Notice to Parents/Guardians

At the time of the suspension, an EAA employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. This notice shall state the specific offense committed by the student. In addition, the notice shall also state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to such requests without delay.

Authority to Expel

Only the Elite Academic Academy governing board, upon the recommendation of the expulsion panel (made up of three people with administrative credentials not employed by the school, as practicable), may expel a student. The governing board may expel any student found to have committed an expellable offense listed in the “Grounds for Suspension and Expulsion” in the student handbook.

A student may only be expelled upon the finding and recommendation of the expulsion panel, if the EAA governing board finds that the student committed the expellable offense, and at least one of the following findings may be substantiated:

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

Expulsion Procedure

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within thirty (30) school days after the CEO or designee determines that one of the acts listed under “Grounds for Suspension and Expulsion” has occurred. The hearing will be presided over by an appointee or panel of the governing board (“expulsion panel”). The CEO may make a recommendation to the expulsion panel. Written notice of the hearing shall be forwarded to the student and the student’s parent/guardian at least ten (10) calendar days before the date of the hearing. The notice shall include:

1. The date and place of the hearing.
2. A statement of the specific facts, charge(s) and offense(s) upon which the proposed expulsion is based.
3. A copy of EAA’s disciplinary rules which relate to the alleged violation.
4. Notification of the student’s or parent/guardian’s obligation to provide information about the student’s status in EAA to any other district in which the student seeks enrollment.
5. The opportunity for the student or the student’s parent/guardian to appear in person or to employ and be represented by counsel.
6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented, and to present oral and documentary evidence on the student’s behalf including witnesses.

Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, if a reasonably accurate and complete record of the proceedings can be made.

Presentation of Evidence

While technical rules of evidence do not apply to an expulsion hearing, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the expulsion panel to

expel must be supported by substantial evidence that the student committed any of the acts listed in the "Suspension and Expulsion" section in the student/parent handbook. Finding of facts shall be based solely on the evidence at the hearing. While no evidence shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

The decision of the expulsion panel shall be in the form of a recommendation to the Elite Academic Academy governing board which will make a final determination regarding the expulsion.

Written Notice to Expel

The CEO or designee, following a decision of the Elite Academic Academy's governing board to expel, shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student or any of the acts listed in the "Suspension and Expulsion" section in the student/parent handbook.
2. Notice of the student's or parent /guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with EAA. The CEO or designee shall send written notice of the decision to expel to the student's district of residence and the County Office of Education. This notice shall include the following:
 1. The student's name
 2. The specific offense committed by the student

Upon expulsion from Elite Academic Academy, students will attend school pursuant to the procedure of their district of residence pertaining to expelled students.

Every student is entitled, under fundamental principles of due process, to know precisely what conduct is prohibited prior to being disciplined for such conduct. Therefore, no student shall be disciplined for an offense which is not specified in the acts listed in the "Suspension and Expulsion" section in the student handbook.

Alternatives to suspension or expulsion will first be attempted with students who are truant, tardy, or otherwise absent from assigned school activities. Further, because this is a virtual school, and many of the suspendable and expellable offenses can only occur in person, the EAA governing board and CEO, as appropriate, will consider alternatives that

result in students continuing their education without any personal interaction with other students.

Appeal Rights

The student shall have no right of appeal from expulsion from the Elite Academic Academy, as the EAA governing board's decision to expel shall be final.

Disciplinary Records

Elite Academic Academy shall maintain records of all student suspensions and expulsions at EAA. Such records shall be made available for the District's review upon request, but neither the District nor the County Office of Education shall be involved in the disciplinary decision.

Expelled Pupils/Alternative Education

Pupils who are expelled shall be responsible for seeking alternative education programs including but not limited to programs within the county or their school district of residence.

Rehabilitation Plans

Students who are expelled from EAA shall be given a rehabilitation plan upon expulsion as developed by the governing board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may re-apply to Elite Academic Academy for readmission.

Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the governing board following a meeting with the CEO and the pupil and guardian or representative, to determine, among other things, whether the pupil has successfully completed the rehabilitation plan, whether student poses a threat to others, or whether other factors warranting a denial of the readmission exist. The CEO shall make a recommendation regarding whether readmission is appropriate to the governing board. Elite Academic Academy reserves the right to

suspend or expel students pursuant to policies and procedures established by the governing board and in accordance with state and federal laws.

Anti-Discrimination

Elite Academic Academy is non-sectarian in its programs, admissions policies, employment practices, and all other operations. EAA does not charge tuition for students to attend, and does not discriminate on the basis of race, ethnicity, religion, national origin, gender, sexual orientation, or disability, etc. as required by Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Education 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990.

Student Freedom of Speech/ Expression

Elite Academic Academy believes that free inquiry and exchange of ideas are essential parts of a democratic education. We respect students' rights to express ideas and opinions, take stands on issues, and support causes, even when such speech is controversial or unpopular. Students shall have the right to exercise freedom of speech and of the press including, but not limited to the: (1) use of bulletin boards; (2) distribution of printed materials or petitions; (3) wearing of buttons, badges, and other insignia; and (4) right of expression in official school publications. "Official school publications" refers to material produced by students in the journalism, newspaper, yearbook, or writing classes and distributed to the student body either free or for a fee. The program lead/director or designee will supervise the material produced by students to ensure it meets professional standards of English and journalism.

Students are prohibited from making any expressions or distributing or posting any materials that are obscene, libelous, or slanderous. Students also are prohibited from making any expressions that incite students creating a clear and present danger of the commission of unlawful acts at school-sponsored activities or events, the violation of school rules, or substantial disruption of the school's orderly operation. The use of "fighting words" or epithets is prohibited in those instances where the speech is abusive and insulting, rather than a communication of ideas, and the speech is used in an aggressive or abusive manner in a situation that presents an actual danger that it will cause a breach of the peace. A student shall be subject to discipline for out-of-school expression, including expression on Internet websites, when such expression poses a threat to the safety of other students, staff, or school property, or substantially disrupts the educational program.

Family Educational Rights and Privacy Act

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day the school receives a request for access. Parents or eligible students should submit to the Program Director a written request that identifies the records they wish to inspect. The Program Director will make a decision regarding access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. Parents or eligible students who wish to ask the school to amend a record should write to the Program Director, clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.
3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. For this purpose, a school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel), or a person serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service or function for which the school would otherwise use its own employees, and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with the requirements of FERPA. The name and address of the Office that processes FERPA complaints are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student:

1. To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met.
2. To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34.
3. To authorized representatives of the U.S. Comptroller General, the U.S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the CDE. Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf.
4. In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid.
5. To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice

system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38.

6. To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction.
7. To accrediting organizations to carry out their accrediting functions.
8. 8. To parents of an eligible student if the student is a dependent for IRS tax purposes.
9. To comply with a judicial order or lawfully issued subpoena.
10. To appropriate officials in connection with a health or safety emergency, subject to §99.36.
11. Information the school has designated as "directory information" under §99.37.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. The primary purpose of directory information is to allow the school to include information from your child's education records in certain school publications. Examples include:

- A playbill, showing your student's role in a drama production.
- An annual yearbook.
- Honor roll or other recognition lists; and graduation programs.

Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. If you do not want the school to disclose any or all of the types of information designated below to outside organizations as directory information from your child's education records without your prior written consent, you must notify the school and "opt out" of the directory.

All of the following items of directory information relating to a student may be released to a designated recipient unless a written request is on file to withhold its release:

1. Name
2. Address
3. Date of birth
4. Dates of attendance (e.g., by academic year or semester)
5. Current and most previous school(s) attended
6. Degrees and awards received

In addition, two federal laws require a school receiving assistance under the Elementary and Secondary Education Act of 1965, as amended, to provide military recruiters, upon

request, with the following information: names, addresses and telephone listings, unless parents have advised the school that they do not want their student's information disclosed without their prior written consent.

Title IX Notice of Discrimination

Elite Academic Academy does not discriminate on the basis of race, color, national origin, gender, sexual orientation, disability, or age in its programs and activities, and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the school's non-discrimination policies:

Ms. Tracy Hasper
43414 Business Park Drive, Temecula, California 92590
1-866-354-8302 extension 703

Parent Liability for Student Conduct

The law states that a parent or guardian of any minor whose willful misconduct results in injury or death to any student or any person employed by, or performing volunteer services for, a school, or who willfully cuts, defaces, or otherwise injures in any way any property, real or personal, belonging to a school, or personal property of any school employee, shall be liable for all damages so caused by the minor.

Further, the parent or guardian of a minor shall be liable to a school for all property belonging to the school loaned to the minor and not returned upon demand of an employee of the school authorized to make the demand.

Any school whose real or personal property has been willfully cut, defaced, or otherwise injured, or whose property is loaned to a student and willfully not returned upon demand of an employee of the school authorized to make the demand, may, after affording the student his or her due process rights, withhold the grades, diploma, and transcripts of the student responsible for the damage until the student or the student's parent or guardian has paid for the damages thereto. The school will notify the parent or guardian of the student's alleged misconduct before withholding the student's grades, diploma, or transcripts.

If the minor and parent are unable to pay for the damages, or to return the property, the school may consider providing a program of voluntary work for the minor in lieu of the payment of monetary damages.

Child Abuse Reporting

Teachers, instructional aides, classified staff, and other school employees are required by law to report all known or suspected cases of child abuse or neglect to the appropriate law enforcement or child welfare agency. (Pen.Code, § 11166.)

Civility Policy

School personnel, parents, and students are required to be civil in all of their interpersonal school-related interactions. Civility does not require unqualified agreement or conformity of opinion. An expression of disagreement or a discussion of a controversial viewpoint is not uncivil if such expression or discussion is appropriately and respectfully presented and does not disrupt a school-related activity.

For purposes of this policy, “to be civil” means to act with self-discipline in a courteous, respectful and orderly way in every interpersonal communication and behavior with the goal of providing a safe and harassment free environment for our students and staff while maintaining individual rights to freedom of expression. Examples of uncivil conduct includes, but is not limited to:

1. using an inappropriately loud voice;
2. using profane, vulgar, or obscene words or gestures;
3. belittling, jeering, or taunting;
4. using personal epithets;
5. using violent or aggressive gestures or body-language;
6. repeatedly and inappropriately interrupting another speaker;
7. repeatedly demanding personal attention at inappropriate times;
8. purposefully and inappropriately invading personal space;
9. purposefully ignoring appropriate communications;
10. wrongfully interfering with another person's freedom of movement;
11. wrongfully invading another person's private possessions; or;
12. any other behavior that inappropriately disrupts school-related activities.

In the event that any party is uncivil during a school-related activity, the following steps will occur:

1. Communicate - The party experiencing the uncivil behavior will communicate that the behavior is not civil and that the uncivil behavior must cease immediately.
2. End Activity/Meeting - If the uncivil party fails to correct the uncivil behavior as directed, the affected party shall end the activity/meeting.

3. Referral - The reporting party shall refer the situation to school administration with a written summary of the uncivil behavior and how he/she responded.
4. Determination - If it is determined that uncivil behavior occurred, proper disciplinary action will be taken, which may include suspension or expulsion.



Students in TK-12th grades enrolled in the Elite Flex Academy (EFA) enjoy a flexible and creative environment in which students and parents can customize their learning and prepare themselves for the future. The EFA is a blend of both virtual and in-person independent study programs for students who need more hands-on support from credentialed teachers to ensure success in school. Elite Flex Academy offers a combination of online and offline materials to engage students in learning and discovery. Students may choose to participate in core and enrichment classes and meet with their California Credentialed Elite Educator at a mutually agreed upon public location or virtually. Our dedicated staff know and understand student needs and may interact with their students as much as three times a week in this independent-study model. EFA educators are available to encourage, support and guide Elite students and parents on their flexible education journey.

Parent's Role

Parent support is vital in ensuring student success. The role of a parent at Elite Flex Academy is the following:

1. Provide all required documentation for enrollment.
2. Attend SST, IEP, or 504 meetings if applicable.
3. Make sure students are working daily in their coursework.
4. Have student attend and complete all mandated school assessments.
5. Update Elite Educators on current phone numbers, emails, and addresses.
6. Communicate regularly with their Elite Educators and return emails and/or phone messages within a 24-hour time period.
7. Make sure students are touching base with their Elite Educators at least two times a week for grades TK-8 and once a week for grades 9-12th.

Elite Educator's Role

The Elite Educator is the student's primary contact for educational needs. The Elite Educator will:

1. Assist students in creating a comprehensive academic plan and oversee progress towards that plan.
2. Choose an appropriate curriculum for each individual student.

3. Suggest various resources to help meet a student's needs or learning style.
4. Document student learning and assess student progress in all coursework and proctor all state and local assessments.
4. Order and deliver curriculum or other instructional resources in a timely manner.
5. Provide information to parent/legal guardian concerning Elite Flex Academy Community Partner options, testing, field trips, and other special events throughout the school year.
6. Provide information related to Elite Flex Academy policies and procedures.
7. Communicate with the student weekly, and meet weekly if needed to ensure academic success, and provide weekly tutoring.
8. Meet with the parent/legal guardian at least once every 30 school days for an academic consultation to verify attendance and ensure that progress has been made based on the established educational plan.
9. Provide report cards at the end of every semester.

TK-8th Grade

TK-8th students will be given a schedule that includes activities or assignments that cover all five academic areas.

The five (5) academic areas are:

1. English/Language Arts (Reading / Grammar / Writing/ Vocabulary)
2. Mathematics
3. Science
4. Social Studies
5. Physical Education

Students in TK-8th grade are able to choose between offline, online, or a combination of curriculum. They are given a pacing guide to support them in organizing and creating their school work routines. They are required to complete work daily and submit work weekly to their Elite Educator. They are required to connect with their Elite educator twice a week and are encouraged to participate in group conversations, Elite virtual webinars, field trips, and workshops.

High School

Students in our high school program are enrolled in online classes offered in Canvas. These courses are written by Elite Educators and are designed to meet the diverse needs of Flex students. Some of these courses provide workbooks and offline supplements such

as novels and study guides to support the online curriculum. Flex students may also choose AP classes, honor classes, or community college classes upon director approval.

- Students in our high school program will be assigned to one homeroom teacher (teacher of record). This teacher is responsible for meeting weekly with students and parents. Meetings range between 30 minutes to 1 hour. They are the main point of contact for families and they are responsible for communicating student progress in all classes. They are responsible for supporting students in gaining access to and making connections with their classes, curriculum, and content teacher. The homeroom teacher is also responsible for collecting and submitting all compliance documents (attendance, LLs, AWRs, report cards etc.).
- Students will also have access to an English, Math, Science, Social Science, and elective content teacher. Their content teacher is responsible for grading assignments and assessments as well as supporting students in their content classes. Students are required to attend their content teacher's instructional live session once a week. Students have 1 instructional session per subject. These sessions range from 30 minutes to 1 hour and are designed to provide students the opportunity to collaborate with peers, ask questions, and receive instruction and review on previous or upcoming lessons.

TK-12 Flex Acceleration Tools/Supports

1. All TK-2 students are required to use Math and Reading supplemental supports. They can choose from Raz Kids, Fast ForWord, Freckle ELA/Math and/or i-Ready online supplemental support programs. Offline resources are available upon request.
2. All 3-5 students are required to use Fast ForWord, i-Ready, and/or Freckle ELA/Math online supplemental supports if they are below grade level in Reading and/or Math. It is recommended that students use at least 1 of these programs for acceleration if they are at or above grade level in reading and/or Math.
3. 6-12 students are required to use Fast ForWord and/or i-Ready online supplemental supports if they are below grade level in reading and/or Math. It is recommended that students use at least 1 of these programs for acceleration if they are at or above grade level in reading and/or Math.
4. Intervention: 3-12 students are required to receive intervention support for at least one hour a week if they are below grade level in reading and/or Math. They may choose their own tutor if they have one already or an approved Elite Community Partner. Tutors will be required to support students using their i-Ready learning objectives and pathway. Students will be asked to use educational funds for tutoring before they can use it on other enrichment if they are below grade level in reading and/or Math.

Academic Progress

Adequate academic progress is required each learning period and is determined by quality and amount of work done in the student's courses. Flex students enroll and can complete at least six classes in a semester depending on a student's motivation and academic skills. Adequate progress is determined by work toward learning period goals as developed by the student and Elite Educator.

If adequate academic progress is not being made, the Elite Educator will offer suggestions included but not limited to the following:

1. Weekly tutoring with their Elite Educator.
2. Tutoring by an off-site tutor paid with student's educational funds.
3. Change of course or change of program placement (Elite Homeschool or Elite Virtual Academy).
4. Supplemental supports such as iReady, Aleks, and/orFast ForWord.

Attendance

Attendance in Elite Flex Academy is measured by the amount of work completed and daily educational engagement. Students should be working daily in two or more subjects and the amount of time required by the state of California depends on the grade level.

- TK/Kindergarten - 3.5 hours of core instruction per day which includes physical education, music, and art
- 1st -3rd Grade - 4.8 hours of core instruction per day which includes physical education, music, and art
- 4th-8th grade - 5.2 hours per day of core instruction which includes physical education, music, art, or foreign language
- 9th-12th grade - 6.2 hours per day of core instruction which includes all high school classes

Work completed should correspond with the above number of hours. It can be done all through the day, not necessarily in a row. The time above includes reading, researching, writing, participating in discussions, as well as enrichment classes like music, art or physical education.

Ideally, two or more core subjects should be completed each day.

Missed Meeting

It is the responsibility of the parent/legal guardian to ensure the student attends weekly meetings as scheduled with the Elite Educator and/or content teacher. The student will have an opportunity to attend a makeup meeting as designated by the Elite Educator and/or content teacher. Failure to attend scheduled or rescheduled meetings on a regular basis will jeopardize your child's enrollment and could ultimately result in being withdrawn from Elite Flex Academy. Parents are also responsible to bring their child(ren) to scheduled tutoring sessions as required by the Elite Educator and to ensure their student communicates weekly with their Elite Educator.

Curriculum

EFA offers a variety of curriculum. The Elite Educator and student work together to determine the most appropriate curriculum choice to ensure school success. Depending on the student's grade, curriculum options may be in textbook form, virtual, project-based, packets or a variety of all four. Many options are available to make the school experience fun and engaging. EFA educators meet with students in public locations to help in all classes. Students can participate in hands-on elective classes like yoga, music classes, theatre classes, film studies, book clubs, art appreciation, current events, career exploration, and physical fitness like golf, cross training and Jiu Jitsu. These offerings may vary by Community Partner center location. Students and Elite Educators determine the variety of elective classes offered based on student interests. Students may participate in concurrent enrollment at a local community college upon director approval.



Parent's Role

Parent support is vital in ensuring student success. The role of a parent, as the primary provider of instruction to the student at Elite Homeschool Academy, is as follows:

1. Provide all required documentation for enrollment.
2. Attend IEP or 504 meetings if applicable.
3. Select curriculum, plan and implement daily lessons with the support and guidance of an Elite Educator. The Elite Educator will assist in curriculum selection, and/or creating lesson plans, and daily schedules.
4. Provide academic instruction daily in two or more subjects.
5. Have student attend and complete all mandated school assessments.
6. Communicate regularly with their Elite Educators and return emails and/or phone messages within a 24-hour period. (Access to a computer and email is vital.)
7. Touch base with their Elite Educator once per week and meet in person if required.
8. Sign all necessary documentation for Elite Virtual Learning in a timely manner (Master Agreements, Learning Logs, etc.)
9. Be prepared and meet with their Elite Educator at least once approximately every 20-35 school days for an Academic Consultation. (Meetings are approximately 45 minutes – 60 minutes per student). At the Academic Consultation the parents should be prepared to do the following:
 - a. Have each student prepared to discuss all of the learning that occurred over the learning period.
 - b. Arrive on time to scheduled meetings with all necessary materials.
 - c. Provide a comprehensive review, summary, and reporting of student work that was done.
 - d. Provide graded assignments, assessments and writings that were completed during the learning period.
 - e. Bring in the whole body of work that was completed during the learning period to the meeting. Be prepared for the Elite Educator to look over the work and to pick one sample from the body of work that will be put in the student/s portfolio.

Elite Educator's Role

The Elite Educator is the parent's/legal guardian's primary contact for the student's educational needs. The Elite Educator will:

1. Assist parent/legal guardian in creating a comprehensive academic plan and oversee progress towards that plan.
2. Offer guidance with respect to curricular choices and suggest various resources to help meet a student's needs or learning style.
3. Document student learning, and assess progress at each of the learning periods in the academic year in five (5) academic areas: English/Language Arts, Math, Science, History/Social Studies, and Physical Education.
4. Keep students engaged with weekly meetings/check-ins, and provide academic support/tutoring as needed to ensure success.
5. Proctor all state and local assessments.
6. Order and deliver curriculum or other instructional resources in a timely manner.
7. Works with parents to ensure students have proper tools to engage in curriculum daily (wifi, computer, supplemental materials).
8. Connects students with VAPA or Athletics Leads, identifies struggling students, and provides and oversees progress in tutoring or other necessary resources (Fast Forward, ALEKS, i-Ready, etc).
9. Provide assistance or training as needed for families regarding educational online resources offered by the school.
10. Provide information to parent/legal guardians concerning Elite Academic Academy Community Partner options, testing, field trips, and other special events throughout the school year.
11. Provide information related to Elite Academic Academy policies and procedures.
12. Meet with the parent/legal guardian and student at least once every 35 school days for an academic consultation to verify attendance, collect portfolio samples and ensure that progress has been made based on the established educational plan.
13. Keep a running record of available educational funds and ensure funds are used for acceptable educational enrichment after core curriculum needs are fulfilled.
14. Approve and process reimbursements for approved materials as well as outside services. All reimbursements must be approved by the Elite Educator as well as the Academic Director and will only be approved if academic progress is being made.

Academic Consultation

The purpose of the Academic Consultation is to meet with the student and parent/legal guardian to document the learning that has taken place during the prior attendance period and to determine whether or not progress has been made based on the educational plan that was established for the learning period. Meetings are approximately 45 minutes – 60 minutes per student. There will be seven academic consultations during the school year. At this meeting the Elite Educator will:

1. Review with you and your student(s) the learning that has occurred, discuss how the learning has occurred, and consider how the learning was assessed or evaluated.
2. The Elite Educator assesses the student's academic progress in each learning area through discussion and review of completed work.
3. Review the work produced by each student (chat with your child and listen to all they have learned) and use the work produced to verify attendance.
4. Determine if sufficient work has been completed for the learning period - if not, attendance will be docked, and tutoring might be required to catch up on missed work. This will be determined by your Elite Educator. If insufficient work is done, additional tutoring will be required (by Elite Educator once per week) and additional tutor - paid out of educational funds if needed. Educational funds for enrichment activities will not be provided if insufficient work is done.
5. Collect portfolio samples for each learning period-one sample per subject: language arts (minimally one writing per semester), math, science, social studies (includes history and geography) and one physical education log with written summary.
6. Assess progress by reviewing graded student work, assessments, learning activities and confirm attendance by work samples.
7. Take notes to complete the student's assignment and work record, which officially documents the student's educational progress in each academic area.
8. The Elite Educator may also request the parent/legal guardian email an outline of what was done on a daily basis prior to the academic consultation meeting.
9. Document Community Partner services and discuss reimbursements for unapproved Community Partners if sufficient academic progress is being made and give written approval.
10. Assist the parent/legal guardian in establishing academic goals, the pace of learning, or methods of instruction for the upcoming learning period(s).
11. Administer various local assessments and assist in setting additional academic goals for student progress based on the assessment results. Academic consultations can be a time when local assessments are proctored.
12. Discuss and review grades for each learning period, report cards, and final assessment grades.

These meetings provide time for the parent/legal guardian to ask for and receive support in areas such as curriculum selection, teaching strategies, pacing, and educational methodology. The student will have time to discuss the various assignments and the Elite Educator will discuss/evaluate student learning/progress. This can occur through games, discussion, and presentations made by the student. Have your student be prepared to share what they have learned. Bring pictures, books, and summaries of experiments done. During the academic consultation, the Elite Educator will continue to monitor progress made towards the academic plan. The Elite Educator may also initiate various types of informal assessments to help guide the instruction as well as mandate more frequent meeting requirements.

Elite Educators are available to answer any general questions about the school. If he/she is unable to answer a specific question, the Elite Educator will research the answer and respond.

Attendance Portfolios

Elite Academic Academy must comply with independent study regulations, which require work samples to be submitted to the Elite Educator for each student. Portfolio samples will be collected by Elite Educators at each Academic Consultation. The portfolio samples can be returned at the end of the year if requested, otherwise they will not be returned.

Items required in a student's portfolio: One to two samples from each core academic area at each meeting. Samples can be the following:

1. Original written work samples
2. Photographs of projects with a written description of the activity (Dictation is permitted for TK – 2nd grade children if they do not know how to write or are just beginning to learn how to express their thoughts in writing; otherwise the student should be the one who is composing and submitting a writing sample to accompany the picture)
3. Proof of projects, performances, etc.
4. All samples must have something written or drawn by the student.

Activity-based learning logs are acceptable for portfolio samples (i.e. PE logs, Music Logs) if they include a short, hand-written summary of what was learned or practiced in the student's writing.

Academic Progress

Adequate academic progress is required each learning period. Adequate academic progress is determined by quality and amount of work done in core subject areas and by work toward learning period goals as developed by the Elite Educator.

If adequate academic progress is not being made, the Elite Educator will offer suggestions included but not limited to the following:

1. Weekly meetings rather than monthly which includes accountability and tutoring by the Elite Educator or paid tutor
2. Change of curriculum
3. Tutoring by an off-site tutor paid with student's educational funds
4. Online learning options

If after the changes are implemented and there is still not adequate progress, the Elite Educator and the Program Director will meet to discuss how to ensure progress is being made. Several of the following options may be implemented:

1. Limiting of Educational Funds to Core Subject areas
2. Additional hours of required tutoring - paid for by educational funds
3. Discuss appropriate placement - is homeschooling the best option for you?
4. Possible implementation of a Student Success Team where the staff gathers together to come up with goals/plans to aid in student success
5. Implement the Non Compliance Process if needed

Attendance

Attendance in Elite Academic Academy is based on the amount of work completed and daily educational engagement. Students should be working daily in two or more subjects and the allotted time required by the state of California depends on the grade level.

1. TK-Kindergarten - 3.5 hours of core instruction per day which includes physical education, music, and art
2. 1st -3rd Grade- 4.8 hours of core instruction per day which includes physical education, music, and art
3. 4th-8th grade- 5.2 hours per day of core instruction which includes physical education, music, art, or foreign language
4. 9th-12th grade- 6.2 hours per day of core instruction which includes all high school classes

Completed work should represent the above number of hours. It can be done all through the day, not necessarily in a row. The time above includes reading, researching, writing, participating in discussions, as well as enrichment classes like music, art or physical education. Math and language arts should be done daily to ensure mastery of core concepts.

In order to earn attendance for a given day, the parent/legal guardian must ensure that at least one educational activity has taken place. Ideally, two or more core subjects should be completed each day. Attendance is determined by both daily engagement and work product.

Because our schools are non classroom-based instructional programs, attendance is calculated based on the work completed by the student and submitted by the due dates established in the independent study master agreement. The assigned teacher subsequently assesses the student's work to determine whether the time value amounts to a full day of work. It's important to stick to a regular work schedule/calendar so your student can clearly identify each school day in that calendar on which he/she engaged in required educational activities to an extent sufficient to constitute at least one day of time value. When determining the time value of a student's work, the teacher will consider each student individually and may adjust the assignments accordingly.

Students who are ill may still earn attendance if they complete an educational activity (read or listen to a grade level appropriate story, watch an educational video, write about it, draw). Subsequently, it is expected that pacing should be adjusted to ensure adequate progress is being made.

Parents/legal guardians are encouraged to keep a daily journal (separate from the attendance) to document all learning activities that have occurred during the academic school year.

Transitional Kindergarten

Transitional Kindergarten (TK): Students must turn 5 between September 2-December 2. Kindergarten age-eligible students are allowed to choose TK if their 5th birthday is between June 1st-September 1st; however, they must sign the Kindergarten Continuance Form verifying that the parent/guardian agrees to have his/her child continue in kindergarten for one additional year. Students may not be promoted from TK to 1st grade.

Kindergarten: Students must turn 5 on or before September 1.

Kindergarten-Eighth Grade

It is important when planning your child's learning to include activities or assignments that cover all five academic areas.

The five (5) academic areas are:

1. English/Language Arts (Reading / Grammar / Writing / Vocabulary)
2. Mathematics
3. Science
4. History / Social Studies / Geography
5. Physical Education

Middle School students can earn high school credit for math if academic benchmarks are passed that are proctored by the Elite Educator or the student completes an A-G approved Mathematics course.. Middle School Students can obtain high school credit for foreign language if they take an A-G approved course. Students that are not in high school can earn high school credit either through a community college, or by taking a subject SAT or AP test. Students will need to get college classes approved with their Elite Educator and Academy Director before the class begins.

Course Grading Scale TK-5th

Reports Cards are each given two times per academic school year at the end of each semester. Grades are assigned in collaboration between the parent/legal guardian and the Elite Educator.

Students in grade TK-5 receive a 1-4 rating.

4	Above Grade Level
3	At Grade Level
2	Approaching Grade Level
1	Below Grade Level

Traditional report cards are meant to show parents how their students are doing. In a homeschool model, the parents know, so this is an opportunity to discuss progress towards grade level standards.

Course Grading Scale 6th -12th Grade

Student grades are determined by student performance on assessments (formal and informal), teacher graded activities, computer graded assignments, participation, and projects. Cumulative grade point averages (GPA) are determined by course letter grades, honors, and AP courses. Elite Educators determine the final grade earned in each course.

*All Elite Academic Students have the same grading scale.

Home School High School

Home schooling differs from independent study programs (ie. Flex Learning, Virtual Academy) due to the high level of parent/guardian involvement. To participate in this program effectively, students should have resources available within the home that provide them the tools to be successful in learning.

Students enrolled in Elite Academic Academy Home High School must meet with their Elite Educator weekly in addition to the academic consultation meetings. This is to ensure that adequate progress is being made and to help the student develop good learning habits. The Elite Educator will help set daily and weekly goals. The nature of Elite Academic Academy's Home High School program is to provide students with flexible learning opportunities within their communities. While the Elite Educator works with the parent/guardian to create an academic learning plan, it is the responsibility of the parent/guardian to ensure that the student is receiving adequate instruction and meeting his/her learning objectives.

The Elite Educator will work with the family to develop a four-year plan following California State guidelines. Students will choose either a career or four-year college track. The Elite Educator will work to ensure that each student can meet their goals after high school. Elite Educators will ensure that community college classes taken will work toward graduation requirements. Your Elite Educator will work with the Elite Academic Academy School Counselor to ensure all requirements are met.

Students in high school can earn high school credit either through a community college, BYU online, approved online courses, taking a subject SAT or AP tests, or completing core requirements through a paper/pencil model. Students will need to get college classes approved with their Elite Educator and Homeschool Director before the class begins.

High school credit can be earned by taking courses at a community college, online, or using books. Parents will be provided with a syllabus and your Elite Educator will pace out the assignments at the weekly meetings. Your Elite Educator will be responsible for grading the courses.

Online Courses

Online courses through specific Community Partners are available for students. Elite Virtual Academy, Strongmind, BYU, UC Scout, and Williamsburg are a few of the many options. These may include A-G approved courses, core courses, and electives. Students must understand the responsibilities of taking online courses, including regular communication with the Elite Educator as well as the online instructor to ensure completing coursework in a timely manner. Online courses must all be paid from Educational Funds.

Custom Courses

Custom courses are permissible as approved by the Elite Educator and Homeschool Director. Please use the Custom Course Form in order to apply for a newly created course. Custom courses must meet California state standard requirements.



Parent's Role

Parent support is vital in ensuring student success. To ensure student academic, emotional, and social growth, it is vital the parent takes interest in their student's education. As an Elite Parent, it is vital that parents/guardians:

1. Provide all required documentation for enrollment.
2. Attend IEP or 504 meetings, if applicable.
3. Provide students with technology and internet access.
4. Have student attend and complete all mandated school assessments.
5. Communicate regularly with their Elite Educators and return emails and/or phone messages within a 24-hour time period. (Access to a computer and email is vital)
6. Ensure student's touch base with their Elite Educator once per week via phone, Zoom, email, or through the Learning Management System.
7. Sign all necessary documentation for Elite Virtual Learning in a timely manner (Master Agreements, Learning Logs, etc.)

Elite Educator's Role

The Elite Educator is the parent's/legal guardian's primary contact for their student's educational needs. The Elite Educator will:

1. Oversee/monitor student progress in virtual courses.
2. Maintain announcements in the virtual Homeroom classroom.
3. Document student learning.
4. Proctor all state and local assessments.
5. Provide assistance or training as needed for families regarding educational online resources offered by the school.
6. Provide information to parent/legal guardian concerning Elite Virtual Academy Community Partner options, testing, field trips, and other special events throughout the school year.
7. Provide information related to Elite Virtual Academy policies and procedures.
8. Communicate with the parent/legal guardian and student when academic interventions need to take place.
9. Keep a running record of available educational funds and ensure funds are used for acceptable educational enrichment after core curriculum needs are fulfilled.

10. Elite Educator will approve and process reimbursements for approved materials as well as outside services. All reimbursements must be approved by the Elite Educator as well as the Virtual Director and will only be approved if academic progress is being made.
11. Work together with Elite Virtual Academy's school counselor to ensure academic, emotional, and social progress is being made by each student.
12. Work together with Elite Virtual Academy's school counselor to provide college and career opportunities for each student.

Academic Progress

Adequate academic progress is required each learning period and is determined by quality and amount of work done in the student's virtual courses. Adequate progress is determined by work toward learning period goals as developed by the parent and the Elite Educator.

If adequate academic progress is not being made, the Elite Educator will offer suggestions included but not limited to the following:

1. Weekly Virtual tutoring with their Elite Educator, Elite Content subject teacher, or Elite tutor.
2. Change of course or change of program placement (Elite Homeschool or Flex Academy).
3. Tutoring by an off-site tutor paid with student's educational funds.

If after the changes are implemented and there is still not adequate progress, the Elite Educator, Elite Counselor, and Elite Virtual Director will meet to discuss how to ensure progress is being made. This can include, but is not limited to, a Student Success Team (SST) where stakeholders come together to create a plan of interventions for student success.

Online Courses

Elite Virtual Academy online courses are offered through StrongMind Curriculum and the Canvas Learning Management (LMS) system. Additional electives and course offerings may come from Edmentum, UC Scout, or other approved course publishers. These may include A-G approved courses, core courses, and electives. Students must understand the responsibilities of taking online courses, including regular communication with the Elite Educator, as well as the online content Elite teacher, to ensure completing coursework in a timely manner.

The course syllabus will be emailed and uploaded to the LMS “Course Announcements” and “Syllabus” sections of the course for student and parent reference. Students may retake “Checkpoints” within the course up to three (3) times, and have unlimited attempts on the “workbooks.” Exams may be taken only one (1) time. Elite content teacher will provide feedback to students within 24 hours of student turning a graded item in.

Each semester, students will complete either five or six classes.

Virtual Program - Use of Educational Funds

Elite students will use their educational funds to first purchase their yearly curriculum. The rest of the educational funds are to be used for tutoring (if insufficient academic progress is made) or for enrichment activities (if sufficient academic progress is being made). Should a student need to borrow a computer and hotspot for Wi-Fi connection, students may use their educational funds toward the use of a computer (\$325 for a device with LTE service with a \$100 annual for each continuing year). Should the student unenroll from Elite Academic Academy, the computer needs to be returned to the school.

Student Violations

Elite Educators and administration monitor student progress daily on the Learning Management System (LMS). When a student does not log into and engage in curriculum in the LMS each school day, they are considered absent. This includes, but is not limited to, a student not signing onto the LMS for three school days or 60 percent of the instructional days in a school week and/or not completing assignments for a course. After being idle for three [3] days, the Elite Educator will contact the student and parent/guardian to work on a “catch-up” plan for the student. If the student has failed to complete three assignments during any period of five school days or is failing to make satisfactory educational progress, a student, parent, teacher conference will be scheduled. If a student misses 3 total assignments within a 5 day school week, the Elite Educator and Administration will begin the Three-tiered reengagement process to ensure students are progressing through their academic coursework.

Students who have three [3] weeks of consecutive warnings and missed assignments will be placed on an academic probation contract where the student is required to sign onto the LMS daily for attendance and participation accountability. This contract will be reviewed and signed by the student, parents/guardians, Elite educator, content teacher, counselor, and administrator. Students in violation of the contract, will be referred to administration for an evaluation to determine the placement of the student. If the

administration finds that in the best interest of the student, the student shall not remain in EAA , the student will be administratively dropped from the program and a certified letter will be mailed to the parents/guardian explaining that the student failed to meet the minimum standards of EAA and the Governing Board policies, and the student has been involuntarily withdrawn from Elite Virtual Academy. This withdrawal letter will also be sent to the student's district of residence. A written record with dates and evaluations made of the student's missed assignments and attendance shall be treated as pupil record. The record shall be maintained by EAA and will be forwarded to another school if the student transfers to another California public school. Students who are administratively dropped will not be allowed to enroll back into EAA until the next school session.

Should a special circumstance occur where a student will be absent for no more than ten [10] consecutive days, it is up to the parents/guardian to contact EAA administration or counselor to seek approval of that period of time.

Course Catalog

For a complete and current course catalog, please visit the Elite Academic Academy website or contact your Elite Educator. Courses are continuously updated, so be sure to visit the website for the most current courses and updates. For the latest information of the high school A-G approved courses, please visit [Elite Academic Academy UC/CSU A-G Website](#).

Course Change Requests

Students and parents may contact their Elite Educator and school counselor (via email, phone, or in-person) to request a course change within (3) days of the start of the course.

Course Drop Procedures

Elite students are able to drop a course if the course drop request is submitted within three (3) days of the student's start date, and the student does not have any graded items in the course. This drop will not reflect on the student's transcript.

Course Withdrawal Procedures

Parents who wish to withdraw their student from an Elite course may do so up to the 11th day of the school session start date. The student's transcript may reflect one of the following:

1. If a gradebook item was submitted prior to the drop date, the student will receive a "W" on their transcript.
2. If a student withdraws after the 11th day of the course, students will receive a final grade that will be reflected on their transcript.
3. If a special circumstance determines the withdrawal, the administration will determine the approval of a "W" on the transcript.

Synchronous and Asynchronous Lessons

Elite Virtual Academy provides students with weekly learning sessions. Students are provided the opportunity to receive live instruction from their Elite Educator on concepts and competencies to be learned that week. Students have the flexibility of attending the session synchronously (in real-time) or asynchronously (at a later time). Students are required to attend a lesson synchronously or asynchronously at least once a week, per course.

Syllabus

Each student will be provided with a course syllabus the first day of class for each course in which they are enrolled. Students are expected to read the entirety of the course syllabus and are expected to follow expectations of the course.

Elite Course Announcements

Each Elite student can find the weekly course announcements in their specific course under Course Announcements. Students are expected to read weekly announcements as they guide students through the weekly synchronous lessons, asynchronous lessons, and the outline of the course's weekly assignments.

High School Prerequisites

Some courses require students to successfully complete a prerequisite before enrolling in the course. Students need to master a certain body of knowledge and "successfully complete" the course before enrolling in the course that contains a prerequisite. An earned grade of "A", "B", "C", "D", or "P" is defined as a student successfully completing a prerequisite. Students will need to present proof of a passing grade on their transcript in order to enroll in courses that require a student meeting the prerequisite for the course.



Handbook Acknowledgement

The Elite Academic Academy handbook describes important information about, among other things, EAA academics, state, and federal regulations and policies. Because information, policies, and benefits are subject to change, I acknowledge that revisions to the EAA Handbook may occur.

My parents/guardian(s) and I acknowledge that we have received a copy of the EAA Student/Parent Handbook. I acknowledge that I will abide by the guidelines and policies contained therein. I acknowledge and will abide by the guidelines for email, IM, internet, integrity, cheating, and plagiarism for EAA. I have read and understand the importance of attending state testing. I understand that assessment is mandatory at Elite Academic Academy to document student progress.

Completing this acknowledgement form confirms that my parent/guardian(s) and I have read and reviewed and understand the contents of the EAA Parent/Student Handbook.

Please sign and return to your assigned Elite Educator.

Parent/Guardian Name (Please print)

Parent/Guardian Signature

Date

Student Name (Please print)

Student Signature

Date

PARTNERSHIP PROPOSAL

Prepared for: Laura Spencer, Elite Academic Academy

Prepared by: Scott Schimmel, President of The YouSchool

April 26, 2021

EXECUTIVE SUMMARY

Objective

To build an organizational partnership to equip and empower dozens of teachers to build meaningful connections with students.

Context

Elite Academic Academy (EAA) TK-12 is the premier independent study educational option. We focus on flexible, individualized homeschool, virtual and blended academies for students choosing not to attend traditional brick and mortar schools. Their primary goal is to provide individualized instruction for all students in an effort to accelerate performance.

The YouSchool: GUIDING STUDENTS TO BUILD MEANINGFUL LIVES: Interactive curriculum for students to clarify their identity, purpose, and relationships. Teenagers are forced to make decisions that determine how the rest of their life goes for them, but they aren't given the right guidance to make wise, informed choices. So they created a series of interactive courses (that actually work) to help students find the clarity and confidence they need to make the right choices for the right reasons at the right time. They also offer strategic consulting for admin, professional development for social-emotional competencies, parent education through in-person and virtual workshops, and catalytic events for students.

Our view of partnership is highly relational and informed by conversational feedback, as opposed to impersonal, transactional program implementation. We've worked on over two dozen high school campuses with thousands of students and bring perspective from what works on similar schools, yet avoid a cookie-cutter, one-size-fits-all approach. We aim for a multi-year commitment that grows and deepens over time as we track impact and apply contextualized solutions.

PROFESSIONAL DEVELOPMENT



aligning stakeholders to common sense social-emotional outcomes

SUMMER KICK-OFF KEYNOTE: Common Sense Engagement

WHAT IF ALL TEACHERS WERE EMPOWERED & EQUIPPED TO MAKE A MEANINGFUL IMPACT FOR EVERY STUDENT?

Teachers are responsible for SO much. They're overworked and underpaid. Whether a 2nd-grade teacher with a class full of littles, or a high school biology teacher with five sections- it can be an overwhelming load.

No matter the reason why a teacher went into the business, we believe every teacher has an opportunity and a responsibility to make a personal impact on every student. Sure, no one can reach them all, and there will be some students who are easy to connect with and others who, well...But regardless, we don't think it has to be too complicated. Caring for kids in relevant, meaningful ways can and should happen every day, in every class, by every teacher.

WHAT WOULD MORE ENGAGEMENT DO FOR YOUR CULTURE? FOR THE STUDENT EXPERIENCE AND GROWTH? FOR YOUR STAFF'S JOB SATISFACTION?

When students don't feel known, they don't show as often or engage as much.

When students don't feel like they know their teacher, they won't show up as often or engage as much.

Students have a lot going on in their personal lives that impact learning.

Students need to be guided to reflect on their lives to learn better.

Students need healthy adults to model and demonstrate ordinary people thriving in their identity, purpose, and connections.

Many teachers feel ill-equipped to engage with students on a personal level.

Some don't know how to practice common sense empathy. Others don't feel like it's their responsibility.

Date: June 10, 2021

Time: 30-45 minutes

Potential: Exercise in pairs or small groups via break out rooms

Cost: \$1,500

FALL KICK-OFF KEYNOTE: Topic To Be Determined Together- Working title 'The Power of Words'

Date: TBD

Location: In person

Time: 30-45 minutes

Potential: Exercise in pairs or small groups for 10-15 minutes through small group discussion

Cost: \$2,000

ONGOING VIRTUAL WORKSHOP SERIES: All Staff

We've developed a step-by-step training program designed to equip and empower every teacher with the tools to practice empathy with students. Using a simple framework, interactive role-plays, and guided case studies, teachers will learn how to effectively break the plane with their students, listen actively, affirm their identity development, reflect their emerging talents, and challenge them to an authentic character.

Time: 45-60 minutes pre-recorded videos

Components: Exercises through a worksheet to complete

Cost: \$500 per workshop x 4 workshops - \$2,000 total

ONGOING COACHING: Facilitated Group Learning with Flex and Virtual Team

Frankly, everyone needs and deserves to be guided to personal health and wellness by their employer. For those in a service industry, even more so. Compassion fatigue is a real thing! Now, when you consider teachers...in a pandemic...come on! They don't just deserve it, it's essential to their health, wellness, and longevity.

CUSTOMIZED FOR TEACHERS: as leaders in social-emotional wellness, we understand the qualities and attributes adults need to embody.

GROUNDED: research-based content made digestible for thoughtful working professionals.

FLEXIBLE FOR ENGAGEMENT: we get the constraints schools have to offer training that's meaningful but can't take a lot of time.

INTERACTIVE: whether offered to your staff on an individual basis, or to facilitate group discussion, this is content that is designed to be interactive and personalized.

Time: 8 sixty minutes each session (can flex on time)

Components: Facilitated exercises plus an interactive worksheet to complete

Cost: \$500 per workshop x 8 workshops \$4,000

FAMILY EDUCATION



Equipping parents and guardians with the resources and tools to guide their students into a meaningful life

PARENT VIRTUAL VIDEO SERIES: Monthly Parent 'Office Hours' with an opt-in digital course on Building Emotional Intelligence in Kids

During this unusual time of social distancing, virtual schooling, the threat of a pandemic, and economic uncertainty, stress and anxiety are at an all-time high and mental health an all-time low.

What can we do to best support parents who are juggling work, financial stress, worrying about their elderly loved ones, and thrust into co-teaching? Unusual times call for creative and extraordinary effort so that parents are equipped with relevant, engaging resources to support both their mental and emotional health and for their kids.

Twice per week throughout the school year (80 total) we will post short videos for parents and guardians on relevant topics for social, emotional, and mental health for themselves and their children. Research-based content, heavy on storytelling and actionable ideas and exercises. We will push them out on relevant social media channels and email lists, with opportunities to access additional resources.

Time: 45 minutes each plus recorded video available to all parents // Recorded & Distributed

Cost: \$500 per workshop x 8 workshops \$4,000

STUDENT CURRICULUM



guiding students to build meaningful lives by growing in self-awareness

INTERACTIVE STUDENT CURRICULUM

It's really challenging to be a student today. Academic pressure for college acceptance is hard enough. There's also pressure to figure out who you are, what you're good at and passionate about. Not to mention how to have healthy friendships and community.

(Don't even get us started with the plague of anxiety, depression, or increase of student suicides in recent years, seemingly only getting worse.)

When students aren't clear about the meaning of their lives, or have clear hope for the future, or connect with others in healthy ways...

A lot of things can go off the rails.

And the choices students make in school shape the trajectory of their lives.

Some students show clear signs of needing extra support.

Some students shine under the pressure.

Most students go on autopilot, do what they're expected to, and just get through it.

There's no more important time to find clarity about the meaning of your life, your purpose, or about healthy relationships than when you're young.

But you can go to school for a long time and never learn how to understand yourself or how to live well.

"Identity development is an important task in adolescence. Adolescents are supposed to be concerned with developing educational and professional goals while shaping an image of who they are and want to be. Previous research indicates that a relatively clear and stable identity makes people more resilient, reflective, and autonomous in the pursuit of important life decisions, while promoting a sense of competence." - The Role of School in Adolescents' Identity Development. A Literature Review- Verhoeven, Poorthuis, & Volman

We guide students through a series of intuitive, interact digital courses to clarity on their answers to some of life's most pressing questions. Our format is simple- with prompts for self-reflection, sharing with peers and adult advisors, each student will grow in their self-awareness, confidence, and ability to communicate their story to the world.

SEL EMOTIONAL INTELLIGENCE CURRICULUM

We custom built a learning platform to be intuitive, simple, and highly interactive.

- + Engaging slide design with facilitated reflection and discussion questions
- + Webinars for teacher prep
- + Audio podcast episodes for parents (in English and Spanish)

SEL CURRICULUM COST CONSIDERATIONS SUMMER AND FALL PROGRAM

- >> Curriculum license fee (Summer), payable upon invoice..... **\$1,000**
- >> Curriculum license fee (Fall), payable upon invoice..... **\$2,000**

The total costs for all above would \$16,500 split between two schools, Lucerne (\$8,250) and Mountain Empire (\$8,250).

Our goals is to build an ongoing partnership with you that is based on flexibility, experimentation and continuous learning. I assume that everything mentioned above is a rough draft, to be clarified and adjusted. In other words, I am very aware that this proposal is wrong! But, based on the conversations with you, students and parents, this is our best estimation for how we can serve your current needs to have the most leveraged impact in the short and long terms.

Needless to say that any level of partnership with us is a significant investment. We want to prove over time that you're in good hands with us, and we commit that we will always be humble, flexible, and consistent in sharing our point of view. Let me know how you'd like to walk through this proposal and the options for the road ahead. We'd love to sit down soon to talk it through.

(Also, please excuse any false assumptions or typos!)



Scott Schimmel
President and Chief Guide
The YouSchool
16769 Bernardo Center Drive #104
San Diego, CA 92128
scott@theyouschool.com
949-291-9061

THANK YOU

Elite Content Teacher Professional Development

July 26, 2021

FROM:

Marisa E. Thompson

OVERVIEW

Marisa E. Thompson (M.A. Teacher Education) is an instructional coach, presenter, and classroom teacher. Having seen the transformational power of letting go of “so-called limitations” in her own classroom, Marisa is on a mission to challenge and equip teachers and educational leaders to do the same. Through her experience, humor, and practical tools, she pushes districts and teachers to believe they have the power to transform the learning experience for both students AND teachers.

DELIVERABLES

August 25 1-4 pm

All Group Professional Development

Focus: We all want our students to become stronger communicators and we want to amplify their voice; but how do we do that in a remote learning environment? How can teachers provide engaging learning opportunities to meet these needs? Come learn how students of all levels and experiences can engage with relevant topics, receive personalized feedback, and increase confidence in their communication skills.

September (various dates)

One-on-One Professional Development

Marisa will attend 30 minutes of a live teacher session and then meet one-on-one with the teacher for 30 minutes to discuss a goal and an actionable next step.

September 29; October 27; December 1 1-4pm

All Group Professional Development

Monthly, Marisa will host Professional Development based on her observations and the teachers' goals to continue supporting them as they develop engaging lessons that increase student academic growth.

October; November

One-on-One Professional Development

Marisa will attend 30 minutes of a live teacher session and then meet one-on-one with the teacher for 30 minutes to discuss a goal and an actionable next step.

PROJECT COST

Approximately 60 hours of work @ \$125/hour

Time will be logged on a spreadsheet and submitted on the last day of the month to Dr. Laura Spencer for payment processing.