



Elite Academic Academy - Lucerne

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[https://eliteacademic.zoom.us/j/97566202696?](https://eliteacademic.zoom.us/j/97566202696?pwd=R2daZzJSNnZPNUV3Nk83K0diZXJtUT09)
pwd=R2daZzJSNnZPNUV3Nk83K0diZXJtUT09 Meeting ID:
975 6620 2696 Passcode: 920373

February 2nd, 2023 at 10:15 am

43414 Business Park Drive, Temecula, CA 92590

In person at: 3649 Mission Inn Ave., Riverside, CA 92501

11560 Elizabeth Lake Rd., Leona Valley, CA 93551



Elite Academic Academy - Lucerne February 2, 2023

Board Of Directors - Elite Academic Academy - Lucerne

Meeting Location

Due to the ongoing COVID-19 pandemic, this meeting will be held via a teleconference as well as in person.

Members of the public may observe the meeting and offer public comment using the

following dial-in numbers and/or internet link: Join Zoom Meeting
[https://eliteacademy.zoom.us/j/97566202696?](https://eliteacademy.zoom.us/j/97566202696?pwd=R2daZzJSNnZPNUV3Nk83K0dZXJtUT09)
pwd R2daZzJSNnZPNUV3Nk83K0dZXJtUT09 Meeting ID: 975 6620
2696 Passcode: 920373. One tap mobile
+16699009128,,97566202696#,,,,*920373# US (San Jose) Passcode:
920373

Time:

1.0 Call To Order

Roll Call:
Susan McDougall, Cody Simmons, Kent Christensen

2.0 Approve/Adopt the Agenda

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

Motion: Second:
Vote:

3.0 Board Organization

3.1 Election of Board President

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

Motion: Second:
Vote:

3.2 Election of Board Vice President

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

Motion: Second:
Vote:

3.3 Election of Board Treasurer / Clerk

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

Motion: Second:
Vote:

4.0 Public Comment -Closed Session

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

5.0 Adjourn to Closed Session

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

6.0 Closed Session

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

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

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

Time:

7.0 Pledge Of Allegiance

Led By:

8.0 Open Session

9.0 Public Comment

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

10.0 General Functions

10.1 Informational Items

A. CEO Authorizer Report

[EAA-LU CEO Report Jan. 2023.pdf](#)

B. 21-22 Audit Report

[21.22 CLA Signed Financial Report and Financial Statements - Lucerene.pdf](#)

10.2 Consent Agenda

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

Motion: Second:
Vote:

A. Meeting Minutes from December 1st, 2022

[EAA-LU 12.01.22.pdf](#)

B. Warrant Register

[WarrantRegisterLU_Dec.Jan_2223.pdf](#)

C. New Instructional Materials Community Partners

[Elite Academy Instructional Service Community](#)

D. New Educational Materials Community Partners

[E te Academ c Educat ona Mater a s
Partner_December_22_January_23.x sx - EM Partners.pdf](#)

10.3 Job Descriptions

[JD - ASB Adv sor St pend \(pend ng board approva \).pdf](#)

[JD - Instruct ona Support Tutor \(pend ng board approva \).pdf](#)

[JD - Market ng Coord nator \(pend ng board approva \).pdf](#)

[JD - Off ce Manager \(pend ng board approva \).pdf](#)

11.0 Personnel Services

11.1 Employee Contract Addendums

It s recommended that the board rat fy the fo ow ng Emp oyee Contract Addendums for E te Academ c Academy - Lucerne.

[2223389.pdf](#)

[22230360.pdf](#)

Mot on: Second:
Vote:

11.2 Employee Changes of Relationship

It s recommended that the board rat fy the fo ow ng Emp oyee Changes of Re at onsh p for E te Academ c Academy - Lucerne.

[22230058.pdf](#)

[22230080.pdf](#)

Mot on: Second:
Vote:

11.3 Independent Contractor Agreements

It s recommended that the board rat fy the fo ow ng Independent Contractor Agreements for E te Academ c Academy - Lucerne.

[22.23 S. Schuster IC Agreement.pdf](#)

[22.23 D. Ne son IC Agreement.pdf](#)

Mot on: Second:
Vote:

11.4 Employee Contracts

It s recommended that the board rat fy the fo ow ng Emp oyee Contracts for E te Academ c Academy - Lucerne.

[22230398.pdf](#)

Mot on: Second:
Vote:

12.0 Business Services

12.1 CTEIG Expenditure Report for the 21/22 Fiscal Year

It s recommended that the board approve the fo ow ng CTEIG Expend ture Report for the 21/22 F sca Year for E te Academ c Academy - Lucerne.

[E te Academ c Academy Lucerne CTEIG S gnature Page \(1\).pdf](#)

[E te Academ c Academy Lucerne_36 75051 0136960
_CTEIG_F nanc a _Expend ture_Report_23.x sx](#)

Mot on: Second:
Vote:

12.2 Professional Development Vendor Contracts

Mot on: Second:
Vote:

It is recommended that the board approve the following Professional Development Vendor Contracts for Ete Academic Academy - Lucerne.

[Ete Academic Academy Banquet Checks.pdf](#)

[Ete Academic Academy Professional Development Contract.pdf](#)

12.3 UPK Grant Collection Survey

It is recommended that the board approve the following UPK Grant Collection Survey for Ete Academic Academy - Lucerne.

[LU-2022 Round 1 Reporting Period UPK Expenditure Report \(1\).pdf](#)

Motion: Second:
Vote:

12.4 Independent Contractor Invoice - D. Nelson

It is recommended that the board approve the following Independent Contractor Invoice - D. Nelson for Ete Academic Academy - Lucerne.

[D. Nelson HSMI #1152 - Ete Academic \(1\).pdf](#)

Motion: Second:
Vote:

12.5 Funding Determination for 2022-23

It is recommended that the board approve the following Funding Determination for 2022-23 for Ete Academic Academy - Lucerne.

[FY23_EAA_LU_FundingDetermination.pdf](#)

Motion: Second:
Vote:

12.6 Video Approach Contract

It is recommended that the board approve the following Video Approach Contract for Ete Academic Academy - Lucerne.

[VideoApproachEteContract2023.pdf](#)

Motion: Second:
Vote:

13.0 Educational Services/Policy Development

13.1 Special Education Vendor Contract

It is recommended that the board approve the following Special Education Vendor Contract for Ete Academic Academy - Lucerne.

[DOT4K ds_signedLU 2022-2023-Final-Master-Contract-TOC.pdf](#)

Motion: Second:
Vote:

13.2 Internship MOU Agreement

It is recommended that the board approve the following Internship MOU Agreement for Ete Academic Academy - Lucerne.

[2023 Internship MOU \(1\).pdf](#)

Motion: Second:
Vote:

13.3 SARC Report

It is recommended that the board approve the following SARC Report for Ete Academic Academy - Lucerne.

[2022_LU_School_Accountability_Report_Card_EteAcademicAcademy_Lucerne_20230125 \(1\).pdf](#)

Motion: Second:
Vote:

13.4 School Calendars for 2023-2024

It is recommended that the board approve the following School Calendars for 2023-2024 for Ete Academic Academy - Lucerne.

[23_24 Open Enrollment Calendar draft v1 - Open Enrollment 23_24.pdf](#)

[Track A 2023-2024 Calendar Awaiting Board Approval - A v3.pdf](#)

[Track B 23_24 calendar - awaiting board approval .pdf](#)

Motion: Second:
Vote:

13.5 Elite Blooms Proposal

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

[Proposal Elite Blooms Pricing 1.27.23.pdf](#)

[Systems and Innovation Architect Pricing 1.27.23.pdf](#)

Motion: Second:
Vote:

14.0 Report of Action Taken in Closed Session

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

15.0 Calendar

The next regularly scheduled meeting is March 2nd, 2023 at 9:00 a.m.

16.0 Board Comments and Future Planning

17.0 Adjournment

In compliance with Government Code section 54957.5, open session materials distributed to Board Members for review prior to a meeting may be viewed at the e-teachemc.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.

Time:

Motion: Second:
Vote:



CEO REPORT



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



January Celebrations

Elite Academic Academy-Mountain Empire has earned the honor of becoming a California Distinguished School.





This honor is a prestigious two-year honor given to the state's top-performing schools using performance indicators specified on the California School Dashboard. This is only possible due to the innovative and collaborative efforts of our fantastic teaching staff, students, parents, classified staff, community partners, and the administrative team.


Essential Highlights


Six Elite Essentials  Celebrate On Target


Aligned Resources 

Professional Development 

Parents and Community 

Responsive Instruction 

Student Work and Data 

Shared Leadership 

Staff Highlight | Danielle Gregus



Danielle truly embodies the spirit of excellence in education. Not content to simply rely on traditional methods, she takes the initiative to constantly learn and integrate new technology tools and applications into her teaching. Not only does she utilize this knowledge to benefit her students, but she also generously shares her newfound expertise with colleagues. But perhaps most impressively, this teacher is always seeking new opportunities for self-improvement, ensuring that she provides the best possible education for her students. **She's become a Nearpod Certified Educator and our in-house Canvas LMS expert, too! She is a true asset to our school and the profession.**

ACADEMIC INNOVATION

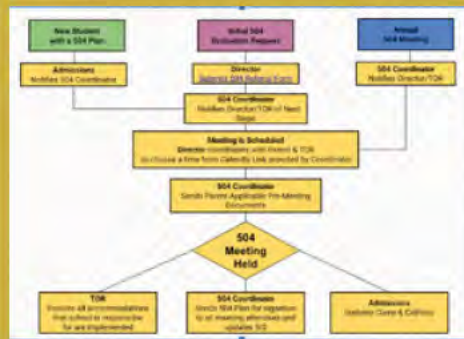
45 TEACHERS ARE USING NEARPOD TO ENGAGE STUDENTS DURING LIVE AND SYNCHRONOUS INSTRUCTION.

CHROMEBOOKS



Our Tech Department, in partnership with T-Mobile, has issued 80 devices that have embedded LTE capabilities. This has increased access and connection for students in need. The department is working closely with the Assessment Department to ensure there are enough devices for upcoming CAASPP testing in May.

504 PROCESS



Our Systems Coordinator, Michelle Wood, finalized a new 504 Process, including streamlining the Initial Referral process so that students get support for physical or mental impairment impacting their equal access to their education. She also worked with various depts, including the new Level Up team, to create systems to ensure a more productive and efficient work day.

COLLABORATION!



Under the direction of Ashly Steele our team members are hard at work building our Level Up program for students in Credit Recovery, Credit Acceleration, and Peak Performance during our first Learning Period. New courses, gamified learning, and opportunities to explore student interests and passions will be woven into the program.

PLEASE WELCOME OUR NEW MIDDLE SCHOOL ELA TEACHER
KALLI JOSEPH!

~New Courses!~



Ashly Steele, Sara Zitney, and Marisa Thompson rewrote four English Courses to increase transferable skill practice & student choice and voice while embedding Tier 1 supports into the assignments. We know students will enjoy the updated content!

Additionally, all virtual Canvas courses now have Elite Assignment Templates like the example shown here. These templates have been created to increase student choice, focus skill practice, embed resources and supports, and target learning goals. By having consistent templates across all courses, students can focus on learning and not be worried about how each teacher has set up their course. Templates will continue to be refined as we receive student and teacher feedback.

thinkers & writers. RESPONSE TASK

Author's Purpose Practice: The Power of Empathy

Estimated Completion Time: 30-45 minutes | Message: [User Name](#)

Resources to Help You: [Author's Purpose with ELA](#)

Skills:

- Identifying Author's Purpose
- Making Connections

Student Skill Practice

Please watch [this video](#)

and respond to the following questions.

- What is the author's purpose? (Persuade, Inform, Entertain)
- How do you know? Give 2-3 examples from the text that helped you figure out the purpose.
- Based on what the speaker had to say, what is a time in your life where you have experienced empathy? This can be a time when someone else had empathy for you or when you had empathy for another person. Describe the impact empathy had on the situation.

Remember, Eagles! Quality matters more than quantity, but don't leave out anything you think is worth noting.



15 STUDENT CLUBS CURRENTLY SERVE ELITE STUDENTS. EACH CLUB FOSTERS CREATIVE THINKING, COMMUNICATION SKILLS, STUDENTS NETWORKING, AND WORKING EFFECTIVELY WITH ONE ANOTHER.

VAPA



In December, we had 3 students perform in **Debbie Allen's Nutcracker** at the Redondo Beach Performing Arts Center! Elite families and staff came to the show to show support for their fellow Eagles. We are so proud of our students that worked hard all semester towards their performance, and for our families who represented our school in the audience!

STUDENT FIELD TRIPS



Our **Quest Crew Club** took over 60 students to learn how to ice skate at **Ice Town in Carlsbad**. Students were able to take lessons from a professional skate coach and enjoyed their time on the ice. Students learned how to work together as a team, rely on one another for help, and learned some awesome lessons about the process of freezing.

CAREER TECH ED



In our **CTE Drawing class**, Ella challenged herself by replicating the physical art media using digital art! Her drawings are phenomenal; she is working on emulating charcoal, ink, pen, and pencil using digital art software and the result is amazing. She has excelled at every assignment and has shown a strong understanding of perspective, control of value, and composition.

PEAK PERFORMANCE ATHLETICS

Elite **Peak Performance Athletics** would like to recognize **Paige M.** as our Spotlight Athlete of the Month for January. This is Paige's second year in the Virtual Academy and one of our rising senior student-athletes. She trains hard and travels a lot for softball. It comforts her to know she can access her coursework whenever and wherever she goes. She excels both in the classroom and on the softball field. We want to also congratulate her on her recent commitment to **Central Christian College** to play for their softball team. Keep up the great work Paige and we are so proud of you!



OPERATIONS

WE HAVE SUCCESSFULLY COMPLETED THE CALPADS FALL 1 REPORTING. WE CONTINUE TO REVIEW CALPADS INFORMATION FOR OVER 1500 STUDENTS, IN PREPARATION FOR CALPADS FALL 2!

ADMISSIONS



COMPLIANCE



STATE REPORTING



As we end our first semester, we have seen a common trend of families returning to their school of residence for the remainder of the school year. With these enrollment losses we continue to see gains in new enrollments of families looking to start with us for this second semester. **Our current enrollment is 1548.** We are also gearing up for our next open enrollment window for the 23/24 school year, with families contacting us for information.

As we continue to refine our **compliance training**, the Operations Team is working closely with our teachers to make sure they have the tools and knowledge to complete their files successfully. We continue to search out the most efficient processes - currently we are piloting a bridge from our student information system to our learning management system which may make a significant time saver for our teachers.

P1 Attendance reporting was submitted mid-December, including ADA counts from July 1st through November 18th. Also, our Immunization reporting, which includes data on our TK, Kindergarten, 1st-grade, 7th-grade, and 8th-grade students has been submitted. And finally, we have successfully completed the final certification of our Calpads Fall 1 reporting, which includes all our students' demographics and program information. Next on our list is Calpads Fall 2!

TEAM MEMBER HIGHLIGHT

Speaking of Calpads, we think the timing is perfect for giving Prime Team member Vincent Heredia a shout-out. **Vincent has worked with Elite/Prime since opening our "doors."** He set up and manages our student information system, which includes account setup for all staff, creation, and updates to our course catalogs, Calpads, and other state reporting. With over 1500 students, Vincent spends most of his day working in Calpads, ensuring our data is up-to-date and correct. This is no easy task, as Calpads has undergone significant changes in this school year alone. Vincent has had to learn many new reporting guidelines and changes to the system itself. Needless to say, we wouldn't want to do this without you, Vincent. Thank you for being so dedicated to our organization!

COMMUNITY RELATIONS

CURRENT ELITE COMMUNITY PARTNERS: 160 VCI/130 EMR
 REIMBURSEMENT TRANSACTIONS: 650+
 INVENTORY/CURRICULUM ITEMS SHIPPED: 850+

COMMUNITY PARTNERS



The Community Relations Department has increased the number of instructional services community partners by 5% and educational materials partners by 13% within one year! These numbers show the amount of productivity that the CR team has been making to provide more educational resources for our students.

REIMBURSEMENTS



The Community Relations Department has received and processed **over 300 New Pre-Approvals**, 200 Reimbursement Submissions and 150 Reimbursements for payment. These are all vetted to ensure alignment to personalized plans and common core standards. Parents/Guardians and Elite staff are glad to know that only one pre approval is required per semester for a student's ongoing enrichment activities!

INVENTORY

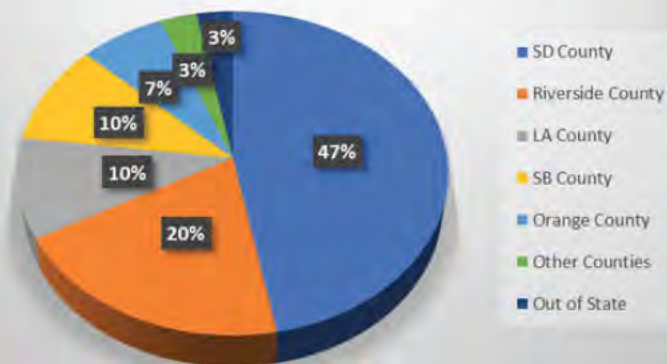


The Community Relations Department has packed and shipped **over 850 envelopes/boxes for Spring Curriculum, Inventory Items, and Minor Project Requests**. Thank you to the Elite families and staff that continue to return their curriculum and items to our office before the end of the school year. Other students are able to use these resources because of your thoughtfulness!

BUILDING BRIDGES



Instructional Services Community Partners (VCI's)



The Community Relations Department is determined to **build bridges between Elite families, staff, and community partners**. Almost half of our current instructional services community partners are located in San Diego county alone, which shows how much work we have to do to increase the number of community partners in the San Bernardino County area. **Bridge the Gap** has become **one of our top three initiatives this year and ongoing**. This initiative was designed to build bridges with prospective local vendors to bridge the gap with Elite families that would not have happened organically. We look forward to building long-lasting bridges that will become fundamental to Elite's educational resources!



HOMESCHOOL

ENROLLMENT:
LU: 239 STUDENTS | ME: 510 STUDENTS



STUDENT HIGHLIGHT: LUKE TOUPET



Luke Toupet is a 7-year-old Elite Homeschooler. After intensive Testing through MENSA, Luke has been officially accepted into MENSA San Diego as a 2nd Grader!

To qualify for Mensa, an individual must score at or above the top 2% of ALL general population.

We are so proud of your achievement, Luke! Thank you Toupet Family for trusting us with your Homeschool Partnership!

HOMESCHOOL FIELD DAY SUCCESS

Before Winter Break, our Homeschool Academy Hosted a Thematic Field Day at FOUR different park locations throughout Southern California.

As part of our Tactical Planning, Field Days had multi-faceted goals for our Academy:

- 1) Provide Parents with opportunity to engage with each other and Elite Staff
- 2) Model Lessons and Homeschool Engagement
- 3) Build Community and have fun!

Our next Homeschool Park Day is **Thursday, March 9th, from 11 am-1 pm at FIVE parks.** The theme is SCIENCE!



HAPPY 100TH DAY OF SCHOOL!

Happy 100th Day of School from our Elite Homeschool Eagles! Below are Homeschool students Ellie and Henry Jaffe dressed as their 100-year-old selves to celebrate the occasion!



HOMESCHOOL EAGLE EXPLORER CLASSES

"Eagle Explorer Classes" are Homeschool Enrichment & Core Classes Offered weekly as Synchronous Sessions for students in K-8 grade. We have a wide range of classes taught by our Elite Educators.



- | | |
|--------------------------|---------------------------|
| TK 3: | 4-8: |
| Rising Readers | Wonder: Novel Exploration |
| Fun with Phonics | Writer's Workshop |
| Superstar Writers | Meet The Masters |
| LEGO Around The World | LEGO Challenge |
| Magical Science | Virtual Escape Room |
| ABC's of Animals | Inquiring Innovators |
| Future Writers & Artists | ...and more! |
| Super Yoga | |



Check us out here:
sites.google.com/eliteacademic.com/eagleexplorers



NEW STUDENTS: 23
CURRICULUM BOXES: OVER 100

SEMESTER 2 NOVEL STUDY



Flex students are excited to start their semester 2 novels. During novel study discussions, students do the following.

- Review **key vocabulary**
- Discuss/analyze **literary elements**
- Make **connections** to prior/current experiences
- Make **predictions, inferences, & more**

MOY ASSESSMENTS



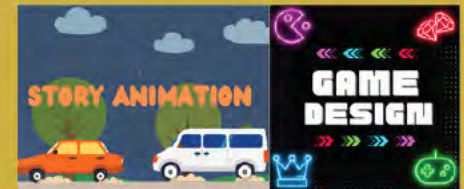
Students were e ated to review their MOY **assessment data**. Many students have not experienced academic **success** in quite some time. In Flex, students are taught to **celebrate growth**, both big and sma . We believe that students can and wi grow with targeted **support and instruction**. Here is the % of students who have a ready met 100% of their **annual growth goal!**

Reading: 41% met annua growth goa
Math: 30% met annua growth goa

FLEXPERIENCE SCRATCH CODING



Students are learning how to **design** their own **games or story animations** using coding formulas. Students will vote on the top design and the winning student(s) gets to teach the class how to create their design/animation.



WINTER EXPERIENCES



Flex students enjoyed a variety of **winter experiences** in December and January. We believe in making every experience a **learning opportunity**.

- Candy Cane Experiment
- Snowman Project
- Winter Clouds/Storms Art
- Hot Chocolate Nutcracker
- Winter Treats & Recipes
- Winter Stories & More





VIRTUAL

ENROLLMENT:

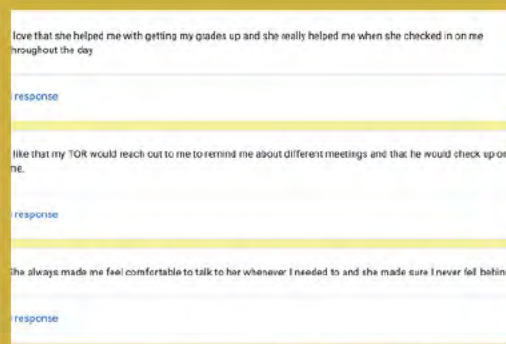
LU: 260 STUDENTS | ME: 149 STUDENTS

33 NEW STUDENTS SINCE JANUARY 9TH AND COUNTING!

HIGH SCHOOL GRADUATES!

BUILDING A COMMUNITY OF LEARNERS

STUDENT SURVEY - LOVE TO BE ELITE!



We are SO proud of our seniors for working hard to reach their goals and **graduate high school!** Many students come to our academy extremely credit deficient and their success is championed by the hard work of our teachers and school counselor!

Last school year we had 38 graduates.

This school year:

Fall Graduates - 16 students

Projected:

Spring Graduates - 60 students

In addition to academics, our teachers focus on **development of the whole child.** Building a community of learners is crucial to students sense of belonging in school, which leads to overall well-being, connectedness, and success (especially in an independent study program). In **weekly Advisory classes**, teachers focus on social-emotional learning lessons. During **monthly Assemblies**, students engage with one another through games, competitions, team building activities, and more!

Students completed a Semester 1 reflection survey. What shined brightly is **students' love for their teachers and love for Elite!**

- "She is very supportive and helpful"
- "I really appreciate my TOR for being understanding"
- "She helps me with everything including encouraging and boosting my confidence"
- "Making weekly checklists to keep on track with my assignments and giving me help when I need it"

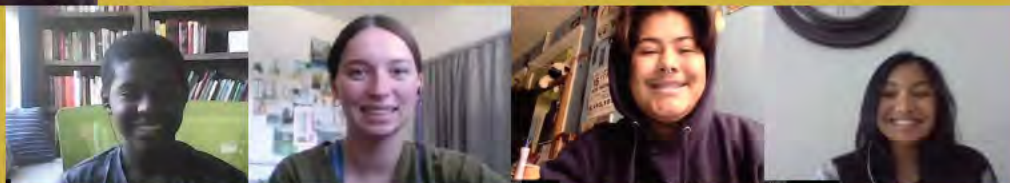
WELCOME NEW TEACHER OF RECORD RUTH CHATTON!

ACADEMIC SUPPORT SESSIONS



In addition to weekly check-in meetings, Teachers of Record provide academic support sessions every day. During these meetings, teachers help students complete course assignments, provide intervention tutoring to bolster content area knowledge and skills, and facilitate peer-to-peer collaboration.

#BeElite



STUDENT SUPPORT

163 SPECIAL EDUCATION STUDENTS
229 IEPS HELD THIS SCHOOL YEAR
4540 SPED SERVICE SESSIONS

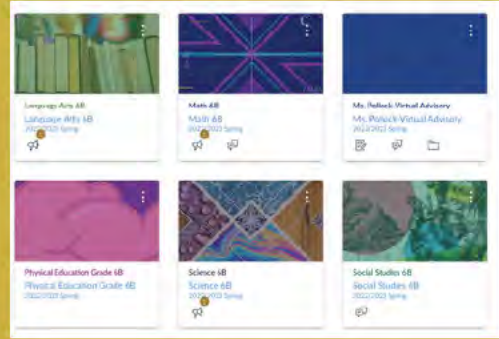
162 STUDENTS IN LEARNING LABS
53 CURRENT SSTs

CONGRATS!



Jeremiah, who previously had 3 SST meetings and was in our noncompliance process, completed his graduate requirements in Fall! We are so proud of him, his TOR Crystal Casey, as well as his entire team of supporters for helping him pull through and GRADUATE!!! WOOHOO!!!! This makes us all so proud!!!

PROGRESS CHECKS



All Elite students in Canvas courses will be closely monitored weekly by Student Support Services Spring Semester. **If students are not earning a 65% or greater in their core courses by week three the MTSS team will ensure tiered supports** are put in place to make sure the student finds success in their courses.


COUNSELING SVCS


10+ students attended “Lunch Bunch” and “Middle School Hangout” and actively engaged and participated in games and activities. This is a great opportunity for students to build new friendships and take a break from academic stress.

January Stats

- 38+ hours of direct counseling
- 16 new referrals
- Spring course recommendations completed for 380+ high school students

We are so proud of one of our students who is in the RAD READERS and earning straight A's!





STUDENTS ELIGIBLE FOR STATE TESTING:
 SUMMATIVE ELPAC - LUCERNE 22, MOUNTAIN 23
 CAASPP (MATH/ELA) - LUCERNE 401, MOUNTAIN 438
 PHYSICAL FITNESS - LUCERNE 171, MOUNTAIN 186

To determine whether students can apply the ELA and/or Math skills they practiced in Learning Labs last term, the coaches administer a benchmark assessment and issue progress reports.

60% of the students have completed benchmark testing thus far. **20 students have scored 100%** demonstrating that they understand and can apply the skills practiced in the labs.

Overall **school benchmark assessment data** shows promising results, too.

Math 32% (314) of students tested were one grade level below. With the individualized support and targeted intervention, these students can reach grade level proficiency by the end of the year.

Reading. 25% (231) of students tested were one grade level below. With the individualized support and targeted intervention, these students can reach grade level proficiency by the end of the year.



Lucerne

Tk -5	341
6-8	195
9-12	205
Total*	741

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

NEXT MONTH

Shared Leadership



Cabinet's working hard on finalized the last steps of Level 1 Highy Reliable Schools application. This is Marzano Educational Research driven district on only awarded to schools who are exemplary at implementing research driven practices.

Student Work/Data



MOY Ready assessments are under way. This mid year checkpoint will allow for our staff to determine the level of academic progress made by students so far this year. This data drives instructional practice and support for students.

Celebration



We are very excited to attend the CA Distinguished awards ceremony next month on Feb. 16th. We are so honored to operating in the top 6% of schools in the state!

ELITE ACADEMIC ACADEMY - LUCERNE

CHARTER SCHOOL NUMBER: #1923

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

YEAR ENDED JUNE 30, 2022



CPAs | CONSULTANTS | WEALTH ADVISORS

CLAcconnect.com

**ELITE ACADEMIC ACADEMY - LUCERNE
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INDEPENDENT AUDITORS' REPORT

Board of Directors
Elite Academic Academy - Lucerne
Temecula, California

Report on the Financial Statements

Opinion

We have audited the accompanying financial statements of Elite Academic Academy - Lucerne (the Academy), a California nonprofit public benefit corporation, which comprise the statement of financial position as of June 30, 2022, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Academy as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Elite Academic Academy - Lucerne and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Academy's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Auditors' Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Academy's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Academy's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Other Matters

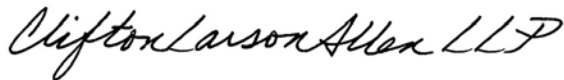
Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the School's financial statements as a whole. The accompanying supplementary schedules are presented for purposes of additional analysis and are not a required part of the financial statements. Such information, except for the portion marked "unaudited", was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records

used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole. The Local Education Agency Organization Structure, which is marked "unaudited", has not been subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated November 26, 2022 on our consideration of the Academy's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Academy's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Academy's internal control over financial reporting and compliance.



CliftonLarsonAllen LLP

Glendora, California
November 26, 2022

**ELITE ACADEMIC ACADEMY - LUCERNE
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2022**

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ 407,508
Accounts Receivable - Federal and State	1,251,532
Due From Related Parties	151,637
Prepaid Expenses and Other Assets	503,667
Total Current Assets	<u>2,314,344</u>

Total Assets	<u>\$ 2,314,344</u>
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LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts Payable and Accrued Liabilities	\$ 430,943
Revolving Loan Payable, Current Portion	62,494
Deferred Revenue	178,887
Factored Receivables Liability	256,000
Total Current Liabilities	<u>928,324</u>

NET ASSETS

Without Donor Restriction	<u>1,386,020</u>
Total Net Assets	<u>1,386,020</u>

Total Liabilities and Net Assets	<u>\$ 2,314,344</u>
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See accompanying Notes to Financial Statements.

**ELITE ACADEMIC ACADEMY - LUCERNE
STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2022**

REVENUES, WITHOUT DONOR RESTRICTION

State Revenue:	
State Aid	\$ 7,240,119
Other State Revenue	417,341
Federal Revenue:	
Grants and Entitlements	502,721
Local Revenue:	
In-Lieu Property Tax Revenue	185,525
Other Revenue	10,186
Total Revenues	<u>8,355,892</u>

EXPENSES

Program Services	5,940,464
Management and General	2,381,924
Total Expenses	<u>8,322,388</u>

CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTION 33,504

Net Assets Without Donor Restriction, Beginning of Year 1,352,516

NET ASSETS WITHOUT DONOR RESTRICTION, END OF YEAR \$ 1,386,020

See accompanying Notes to Financial Statements.

**ELITE ACADEMIC ACADEMY - LUCERNE
STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2022**

CASH FLOWS FROM OPERATING ACTIVITIES

Change in Net Assets	\$ 33,504
Adjustments to Reconcile Change in Net Assets to Net Cash Used by Operating Activities:	
Change in Operating Assets:	
Accounts Receivable - Federal and State	(280,000)
Accounts Receivable - Other	2,966
Prepaid Expenses and Other Assets	(437,192)
Change in Operating Liabilities:	
Accounts Payable and Accrued Liabilities	150,309
Deferred Revenue	(9,975)
Net Cash Used by Operating Activities	(540,388)

CASH FLOWS FROM FINANCING ACTIVITIES

Net Change in Factored Receivables	256,000
Repayments of Debt	(62,502)
Net Cash Provided by Financing Activities	193,498

NET CHANGE IN CASH AND CASH EQUIVALENTS

(346,890)

Cash and Cash Equivalents, Beginning of Year

754,398

CASH AND CASH EQUIVALENTS, END OF YEAR

\$ 407,508

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

Cash Paid for Interest	\$ 35,094
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See accompanying Notes to Financial Statements.

**ELITE ACADEMIC ACADEMY - LUCERNE
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2022**

	<u>Program Services</u>	<u>Management and General</u>	<u>Total Expenses</u>
Salaries and Wages	\$ 3,091,318	\$ 736,099	\$ 3,827,417
Pension Expense	418,444	100,304	518,748
Other Employee Benefits	239,949	56,944	296,893
Payroll Taxes	102,023	24,212	126,235
Management Fees	-	200,581	200,581
Accounting Fees	-	12,390	12,390
Legal Fees	-	26,287	26,287
Other Fees for Services	794,534	846,507	1,641,041
Advertising and Promotion Expenses	-	175,237	175,237
Office Expenses	55,864	18,768	74,632
Information Technology	206,822	41,534	248,356
Occupancy Expenses	-	85,628	85,628
Travel Expenses	17,759	-	17,759
Conference and Meeting Expenses	43,156	-	43,156
Interest Expense and Financing Fees	-	35,094	35,094
Payments to Affiliates	-	12,300	12,300
Instructional Materials	970,595	-	970,595
Other Expenses	-	10,039	10,039
	<u> </u>	<u> </u>	<u> </u>
Total	<u>\$ 5,940,464</u>	<u>\$ 2,381,924</u>	<u>\$ 8,322,388</u>

See accompanying Notes to Financial Statements.

**ELITE ACADEMIC ACADEMY - LUCERNE
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Elite Academic Academy - Lucerne (the Academy) is a California nonprofit public benefit corporation and is organized to manage and operate a public charter school.

The Academy is funded principally through the state of California public education monies received through the California Department of Education and the Lucerne Valley Unified School District (the District).

The District has granted the charter through June 30, 2025. The charter may be revoked by the District for material violations of the charter, failure to meet pupil outcomes identified in the charter, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law.

Basis of Accounting

The financial statements have been prepared on the accrual method of accounting and accordingly reflect all significant receivables and liabilities.

Basis of Presentation

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America as prescribed by the Financial Accounting Standards Board.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and disclosures. Accordingly, actual results could differ from those estimates.

Functional Allocation of Expenses

Costs of providing the Academy's programs and other activities have been presented in the statement of functional expenses. During the year, such costs are accumulated into separate groupings as either direct or indirect. Indirect or shared costs are allocated among program and support services by a method that best measures the relative degree of benefit. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include salaries and wages, pension expense, other employee benefits, payroll taxes, other fees for services, office expenses, information technology, and other expenses, which are allocated on the basis of estimates of time and effort.

Cash and Cash Equivalents

The Academy defines its cash and cash equivalents to include only cash on hand, demand deposits, and liquid investments with original maturities of three months or less.

ELITE ACADEMIC ACADEMY - LUCERNE
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Net Asset Classes

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

Net Assets With Donor Restrictions – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Accounts Receivable

Accounts receivable primarily represent amounts due from federal and state governments as of June 30, 2022. Management believes that all receivables are fully collectible, therefore no provisions for uncollectible accounts were recorded.

Revenue Recognition

Amounts received from the California Department of Education are conditional and recognized as revenue by the Academy based on the average daily attendance (ADA) of students. Revenue that is restricted is recorded as an increase in net assets without donor restriction, if the restriction expires in the reporting period in which the revenue is recognized. All other restricted revenues are reported as increases in net assets with donor restriction.

Contributions

All contributions are considered to be available for use unless specifically restricted by the donor. Amounts received that are restricted to specific use or future periods are reported as contributions with donor restrictions. Restricted contributions that are received and released in the same period are reported as contributions without donor restrictions. Unconditional promises to give expected to be received in one year or less are recorded at net realizable value. Unconditional promises to give expected to be received in more than one year are recorded at fair value at the date of the promise. Conditional promises to give (those with a measurable performance or other barrier and a right of return) are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met.

ELITE ACADEMIC ACADEMY - LUCERNE
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Conditional Grants

Grants and contracts that are conditioned upon the performance of certain requirements or the incurrence of allowable qualifying expenses (barriers) are recognized as revenues in the period in which the conditions are met. Amounts received are recognized as revenue when the Academy has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as deferred revenues in the statement of financial position. As of June 30, 2022, the Academy has conditional grants of \$518,155 of which \$178,887 is recognized as deferred revenue in the statement of financial position.

Other Revenue

Other revenue consist primarily of other services. The performance obligation for providing these services is simultaneously received and consumed by the students; therefore, the revenue is recognized ratably over the course of the academic year.

Property Taxes

Secured property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on September 1 and are payable in two installments on or before November 1 and February 1. Unsecured property taxes are not a lien against real property and are payable in one installment on or before August 31. The County bills and collects property taxes for all taxing agencies within the County and distributes these collections to the various agencies. The sponsor agency of the Academy is required by law to provide in-lieu property tax payments on a monthly basis, from August through July. The amount paid per month is based upon an allocation per student, with a specific percentage to be paid each month.

Income Taxes

The Academy is a nonprofit entity exempt from the payment of income taxes under Internal Revenue Code Section 501(c)(3) and California Revenue and Taxation Code Section 23701d. Accordingly, no provision has been made for income taxes. The Academy is subject to income tax on net income that is derived from business activities that are unrelated to the exempt purposes. The Academy is subject to income tax on net income that is derived from business activities that are unrelated to the exempt purposes. The Academy files an exempt Academy return and applicable unrelated business income tax return in the U.S. federal jurisdiction and with the California Franchise Tax Board.

Evaluation of Subsequent Events

The Academy has evaluated subsequent events through November 26, 2022, the date these financial statements were available to be issued.

ELITE ACADEMIC ACADEMY - LUCERNE
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 2 LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure are those without donor or other restrictions limiting their use within one year of the statement of financial position date. Financial assets available for general expenditures comprise cash and cash equivalents and accounts receivable for the total amount of \$1,810,677.

As part of its liquidity management plan, the Academy monitors liquidity required and cash flows to meet operating needs on a monthly basis. The Academy structures its financial assets to be available as general expenditures, liabilities and other obligations come due.

NOTE 3 CONCENTRATION OF CREDIT RISK

The Academy maintains its cash in bank deposit accounts at various institutions. Accounts at these institutions are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. At times, cash in these accounts exceeds the insured amounts. The Academy has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on its cash and cash equivalents.

NOTE 4 REVOLVING LOAN PAYABLE

In August 2018, the Academy received a revolving loan from the California Department of Education (CDE) in the amount of \$250,000. The loan requires annual principal payments of \$62,502. The loan has a term of four years and carries an interest rate of 2.232%. Annual payments of principal and interest are deducted from the Academy's apportionment.

The loan repayment is as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2023	\$ 62,494

NOTE 5 FACTORED RECEIVABLES

On May 10, 2022, the School entered into an agreement with Charter Asset Management to factor attendance and grant receivables. The amount of factored receivables due as of June 30, 2022 is \$256,000.

**ELITE ACADEMIC ACADEMY - LUCERNE
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022**

NOTE 6 OPERATING LEASES

In December 2018, the Academy entered into a lease agreement to occupy an office building in Temecula, California. The site will be used as administrative offices for the school to utilize in operating the charter school. The agreement called for a security deposit amounting to \$29,556 upon the execution of the lease. The Academy has recorded this deposit as a current asset. The lease agreement covers a term of four years, which commenced on January 1, 2019 and is set to end on December 31, 2022. The Academy paid a total of \$60,850 in lease payments in the fiscal year ended June 30, 2022.

Future lease payments are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2023	<u>\$ 25,754</u>

NOTE 7 EMPLOYEE RETIREMENT

State Teachers' Retirement System (STRS)

Plan Description

The Academy contributes to the State Teachers' Retirement System (STRS), a cost-sharing multi-employer public employee retirement system defined benefit pension plan administered by STRS. The plan provides retirement, disability and survivor benefits to beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law. According to the most recently available Comprehensive Annual Financial Report and Actuarial Valuation Report for the year ended June 30, 2021, total STRS plan net assets are \$310 billion, the total actuarial present value of accumulated plan benefits is \$414 billion, contributions from all employers totaled \$5.744 billion, and the plan is 73% funded. The Academy did not contribute more than 5% of the total contributions to the plan.

Copies of the STRS annual financial reports may be obtained from STRS, 7667 Folsom Boulevard, Sacramento, CA 95826, and www.calstrs.com.

Funding Policy

Active plan members hired before January 1, 2013 are required to contribute 10.25% of their salary and those hired after are required to contribute 10.21% of their salary. The Academy is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the STRS Teachers' Retirement Board. The required employer contribution rate for year ended June 30, 2022 was 16.92% of annual payroll. The contribution requirements of the plan members are established and may be amended by state statute.

**ELITE ACADEMIC ACADEMY - LUCERNE
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022**

NOTE 7 EMPLOYEE RETIREMENT (CONTINUED)

The Academy's contributions to STRS for the past three years are as follows:

<u>Year Ending June 30.</u>	<u>Required Contribution</u>	<u>Percent Contributed</u>
2020	\$ 296,455	100%
2021	320,278	100%
2022	517,748	100%

Defined Contributions Benefit Plan

We sponsor a tax-deferred annuity plan (the Plan) qualified under IRC Section 403(b) covering substantially all full-time employees. The plan provides that employees who have attained the age of 21 and completed one year of service may voluntarily contribute from 3% to 10% of their earnings to the Plan, up to the maximum contribution allowed by the IRS. Employer contributions are discretionary and are determined and authorized by the board of directors each plan year. During the year ended June 30, 2022, the Academy matched contributions amounting to \$9,853.

SchoolFirst Federal Credit Union 401(a) Plan

In July 2020, the Academy adopted a 401(a) plan administered by SchoolsFirst Plan Administration. The Academy makes discretionary employer non-elective contributions as defined in the 401(a) plan and eligible employees are vested based on years of service as defined in the 401(a) plan. Contributions to the 401(a) plan for the year ended June 30, 2022, was \$21,435.

NOTE 8 RELATED PARTY TRANSACTIONS

The Academy has one sister school, Elite Academic Academy – Mountain Empire, which is a related party. The related party has an independent Board of Directors from Elite Academic Academy - Lucerne, which do not require consolidation under accounting principles generally accepted in the United States of America. At June 30, 2022, the amounts due from Elite Academic Academy – Mountain Empire totaled \$151,637.

NOTE 9 CONTINGENCIES, RISKS, AND UNCERTAINTIES

The Academy has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any required reimbursement would not be material.

ELITE ACADEMIC ACADEMY - LUCERNE
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 10 FUNCTIONALIZED EXPENSES

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include salaries and wages, pension expense, other employee benefits, payroll taxes, other fees for services, office expenses, printing and postage, information technology, and other expenses, which are allocated on the basis of estimates of time and effort.

SUPPLEMENTARY INFORMATION

**ELITE ACADEMIC ACADEMY - LUCERNE
LOCAL EDUCATION AGENCY ORGANIZATION STRUCTURE – UNAUDITED
YEAR ENDED JUNE 30, 2022
(SEE INDEPENDENT AUDITORS' REPORT)
UNAUDITED**

The Academy began serving students in July 2018 and is sponsored by the Lucerne Valley Unified School District (the District).

Charter school number authorized by the State: 1923

The board of directors and the administrators as of the year ended June 30, 2022 were as follows:

BOARD OF DIRECTORS

<u>Member</u>	<u>Office</u>	<u>Term End (Length)</u>
Susan McDougal	Board President	February 2024 (2 Years)
Cody Simms	Board Vice President	February 2024 (2 Years)
Kent Christensen	Board Treasurer/Secretary	February 2024 (2 Years)

ADMINISTRATORS

Meghan Freeman	Chief Executive Officer
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**ELITE ACADEMIC ACADEMY - LUCERNE
SCHEDULE OF INSTRUCTIONAL TIME
YEAR ENDED JUNE 30, 2022**

N/A – The Academy is a non-classroom school.

**ELITE ACADEMIC ACADEMY - LUCERNE
SCHEDULE OF AVERAGE DAILY ATTENDANCE
YEAR ENDED JUNE 30, 2022**

P-2 Report - Nonclassroom Average Daily Attendance

	Apportionment Days Claimed through P-2	Number of School Calendar Days through P-2	Average Daily Attendance P-2 Report
Track A	14,703	107	137.41
Track B	66,191	123	538.14
ADA Totals			675.55
			Average Daily Attendance
Grades K-3			171.67
Grades 4-6			123.90
Grades 7-8			110.81
Grades 9-12			269.17
ADA Totals			675.55

P-Annual Report - Nonclassroom Average Daily Attendance

	Apportionment Days Claimed through P-Annual	Number of School Calendar Days through P-Annual	Average Daily Attendance P-Annual Report
Track A	16,802	175	96.01
Track B	94,551	175	540.29
ADA Totals			636.30
			Average Daily Attendance
Grades K-3			170.98
Grades 4-6			125.11
Grades 7-8			110.59
Grades 9-12			229.62
ADA Totals			636.30

There is no Average Daily Attendance generated through classroom-based instruction.

**ELITE ACADEMIC ACADEMY - LUCERNE
RECONCILIATION OF ANNUAL FINANCIAL REPORT WITH
AUDITED FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2022**

June 30, 2022 Annual Financial Report Fund Balances (Net Assets)	\$ 1,372,529
Adjustments and Reclassifications:	
Increase (Decrease) of Fund Balance (Net Assets):	
Cash and Cash Equivalents	16,257
Accounts Receivable - Federal and State	(7,961)
Prepaid Expenses and Other Assets	4,275
Accounts Payable and Accrued Liabilities	920
Net Adjustments and Reclassifications	<u>13,491</u>
June 30, 2022 Audited Financial Statement Fund Balances (Net Assets)	<u><u>\$ 1,386,020</u></u>

See accompanying Independent Auditors' Report and the Notes to Supplementary Information.

**ELITE ACADEMIC ACADEMY - LUCERNE
NOTES TO SUPPLEMENTARY INFORMATION
YEAR ENDED JUNE 30, 2022**

PURPOSE OF SCHEDULES

NOTE 1 SCHEDULE OF INSTRUCTIONAL TIME

This schedule presents information on the amount of instructional time offered by Academy and whether Academy complied with the provisions of the Education Code.

NOTE 2 SCHEDULE OF AVERAGE DAILY ATTENDANCE

Average daily attendance is a measurement of the number of pupils attending classes of Academy. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to charter schools. This schedule provides information regarding the attendance of students at various grade levels.

NOTE 3 RECONCILIATION OF ANNUAL FINANCIAL REPORT WITH AUDITED FINANCIAL STATEMENTS

This schedule provides the information necessary to reconcile the net assets of the charter schools as reported on the Annual Financial Report form to the audited financial statements.



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Board of Directors
Elite Academic Academy - Lucerne
Temecula, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States of America, the financial statements of Elite Academic Academy - Lucerne (the Academy), a nonprofit California public benefit corporation, which comprise the statement of financial position as of June 30, 2022, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 26, 2022.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Academy's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Academy's internal control. Accordingly, we do not express an opinion on the effectiveness of the Academy's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency or a combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement of the financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Academy’s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



CliftonLarsonAllen LLP

Glendora, California
November 26, 2022



INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE

Board of Directors
Elite Academic Academy - Lucerne
Temecula, California

Opinion on State Compliance

We have audited Elite Academic Academy - Lucerne (the Academy) compliance with the types of compliance requirements described in the *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel for the year ended June 30, 2022. The Academy's State compliance requirements are identified in the table below.

In our opinion, the Academy complied with the laws and regulations of the state programs referred to above in all material respects for the year ended June 30, 2022.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Our responsibilities under those standards and *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Academy and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the Academy's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for the compliance with the state laws and regulations as identified below.

Auditors' Responsibility for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to below occurred, whether due to fraud or error, and express an opinion on the Academy's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in

accordance with GAAS, *Government Auditing Standards*, and *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Academy's compliance with the requirements of the government program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Academy's compliance with the compliance requirements referred to below and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Academy's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel, but not for the purpose of expressing an opinion on the effectiveness of the Academy's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Compliance Requirements Tested

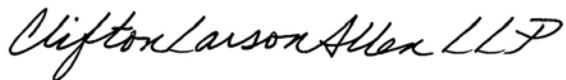
In connection with the audit referred to above, we selected and tested transactions and records to determine the Academy's compliance with the laws and regulations applicable to the following items:

<u>Description</u>	<u>Procedures Performed</u>
School Districts, County Offices of Education, and Charter Schools:	
California Clean Energy Jobs Act	Not Applicable
After/Before School Education and Safety Program	Not Applicable
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study-Course Based	Not Applicable
Immunizations	Not Applicable
Educator Effectiveness	Yes
Expanded Learning Opportunities Grant (ELO-G)	Yes
Career Technical Education Incentive Grant	Yes
In Person Instruction Grant	Not Applicable

<u>Description</u>	<u>Procedures Performed</u>
Charter Schools:	
Attendance	Yes
Mode of Instruction	Not Applicable
Nonclassroom-Based Instruction/Independent Study	Yes
Determination of Funding for Nonclassroom-Based Instruction	Yes
Annual Instructional Minutes – Classroom Based	Not Applicable
Charter School Facility Grant Program	Not Applicable

Purpose of this Report

The purpose of this report on state compliance is solely to describe the results of testing based on the requirements of the *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Accordingly, this report is not suitable for any other purpose.



CliftonLarsonAllen LLP

Glendora, California
November 26, 2022

**ELITE ACADEMIC ACADEMY - LUCERNE
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2022**

All audit findings must be identified as one or more of the following categories:

<u>Five Digit Code</u>	<u>Finding Types</u>
10000	Attendance
20000	Inventory of Equipment
30000	Internal Control
40000	State Compliance
42000	Charter School Facilities Program
43000	Apprenticeship
50000	Federal Compliance
60000	Miscellaneous
61000	Classroom Teacher Salaries
62000	Local Control Accountability Plan
70000	Instructional Materials
71000	Teacher Misassignments
72000	School Accountability Report Card

Our audit did not disclose any matters required to be reported in accordance with *Government Auditing Standards* or the *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*.

**ELITE ACADEMIC ACADEMY - LUCERNE
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
YEAR ENDED JUNE 30, 2022**

There were no findings and questioned costs related to the basic financial statements or state awards for the prior year.



CLA (CliftonLarsonAllen LLP) is a network member of CLA Global. See CLAGlobal.com/disclaimer. Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.



Elite Academic Academy - Lucerne December 1st, 2022

Board Of Directors - Elite Academic Academy - Lucerne

Meeting Location

Due to the ongoing COVID-19 pandemic, this meeting will be held via teleconference only.

Members of the public may observe the meeting and offer public comment using the

following dial-in numbers and/or internet link: Join Zoom Meeting https://eliteacademy.zoom.us/j/97566202696?pwd=R2daZzJSNnZPNUV3Nk83K0dZXJtUT09 Meeting ID: 975 6620 2696 Passcode: 920373. One tap mobile +16699009128,,97566202696#,,,,*920373# US (San Jose) Passcode: 920373

Time: 9:00 a.m.

1.0 Call To Order

Roll Call: Susan McDougall, Cody Summers, Kent Christensen Present Present Present

* Motion to pull item 11.7. Motion: Kent Second: Cody

2.0 Approve/Adopt the Agenda

It is recommended the Board of Directors adopt as presented the agenda for the Board Meeting of December 1st, 2022.

Cody Kent Mot on: Second: Vote: Susan; Aye, Cody; Aye, Kent; 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.

4.0 Adjourn to Closed Session

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

5.0 Closed Session

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

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

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

Time: 9:01 a.m.

6.0 Pledge Of Allegiance

Led By: Meghan Freeman

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

9.0 General Functions

9.1 Informational Items

A. CEO Authorizer Report

[CEO Report EAA-LU Nov 2022.pdf](#)

B. Data Review

[Lucerne Board Presentation.pdf](#)

9.2 Consent Agenda

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

A. Meeting Minutes from November 3rd, 2022

[EAA-LU 11.03.2022.pdf](#)

B. Warrant Register

[WarrantRegisterLU_Nov_2223.pdf](#)

C. New Instructional Materials Community Partners

[Elite Academic Instructional Service Community Partner_November_2022 - VCI Community Partners.pdf](#)

D. New Educational Materials Community Partners

[Elite Academic Educational Materials Partner_November_2022.xlsx - EM Partners.pdf](#)

Kent Cody

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.
Item carries 3-0.

10.0 Personnel Services

11.0 Business Services

11.1 State of Emergency Policy

The Board will review and consider approval of a proposed resolution finding that the proclamation of a state of emergency

Cody Kent

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.
Item carries 3-0.

continues and that local health officials have continued to recommend measures to promote social distancing such that meeting in person would present an imminent risk to the health or safety of the attendees and that, therefore, the Board of Directors will continue to meet remotely in order to ensure the health and safety of attendees.

[LU-Resolution recognizing a state of emergency and authorizing teleconferenced meetings pursuant to AB 361.pdf](#)

11.2 First Interim Report

It is recommended that the board approve the following First Interim Report for Ete Academic Academy - Lucerne.

[FY 22.23_First Interim_LU Board Report.pdf](#)

[FY 22.23_First Interim_LU Cash Graph.pdf](#)

[FY23_EAA_Lucerne Combined with County Forms.pdf](#)

11.3 CSC Amended and Restated Terms Documents

It is recommended that the board approve the following CSC Amended and Restated Terms Documents for Ete Academic Academy - Lucerne.

[CSC AMENDED AND RESTATED TERMS LETTER - EAA Lucerne.pdf](#)

11.4 Securely Contract

It is recommended that the board approve the following Securely Contract for Ete Academic Academy - Lucerne.

[Ete Academic Academy - Security Footer Renewal Aware \(22\) 3YR QUOTE_V1 \(1\).pdf](#)

11.5 Staff Equipment Orders

It is recommended that the board retroactively approve the following Staff Equipment Orders for Ete Academic Academy - Lucerne.

[EAA Staff Equipment Baggar Sports \(2\).pdf](#)

[EAA Staff Equipment Baggar Sports.pdf](#)

11.6 Lease Renewal for Business Office 43414

It is recommended that the board approve the following Lease Renewal for Business Office 43414 for Ete Academic Academy - Lucerne.

[EAA Lease Renewal 22.23.pdf](#)

11.7 Audit for the 21-22 School Year

It is recommended that the board approve the following Audit for the 21-22 school year for Ete Academic Academy - Lucerne.

12.0 Educational Services/Policy Development

12.1 Suicide Prevention Policy

It is recommended that the board approve the following Suicide Prevention Policy for Ete Academic Academy - Lucerne.

[EAA Suicide Risk Assessment - 2022.pdf](#)

[EAA Suicide Risk Assessment Procedures 2022.pdf](#)

12.2 Obsolete Technology Items

Kent Cody

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.
Item carries 3-0.

Kent Cody

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.
Item carries 3-0.

Cody Kent

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.
Item carries 3-0.

Cody Kent

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.
Item carries 3-0.

Susan Kent

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.
Item carries 3-0.

*Item pulled from agenda

Motion: Second:

Vote:

Kent Cody

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.
Item carries 3-0.

Cody Kent

Motion: Second:

It is recommended that the board approve the following Obsolete Technology Items for Elite Academic Academy - Lucerne.

[Obsolete Technology Equipment - Whoop.pdf](#)

12.3 Elite Title IX Policy

It is recommended that the board approve the following Elite Title IX Policy for Elite Academic Academy - Lucerne.

[Elite Title IX Policy \(pending board approval\).pdf](#)

Vote: Susan; Aye, Cody; Aye, Kent; Aye.
Item carries 3-0.

Kent Cody
Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.
Item carries 3-0.

13.0 Report of Action Taken in Closed Session

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

14.0 Calendar

The next regularly scheduled meetings are February 2nd, 2023 at 9:00 a.m.

15.0 Board Comments and Future Planning

Cody Kent

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.
Item carries 3-0.

Time: 10:55 a.m.

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 e-teachemc.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.

Staff Present:

Meghan Freeman

Laura Spencer

Gena Altamirano

Tracy Hasper

Scott Michaelson

Sheryl Hutchins

Catherine Heredia

Karen Makkai

Ashlea Kirkland

Jen Edick

Antonette Sims

Adam Woodard

Danielle Zankich

Lauren Valdez

Michelle Wood

Kris Mason

Allison Watters

Evan Jorgensen

Misty Cervantes

Dani

Monique Waithe

Elite Academic Academy - Lucerne

Date	Vendor Name	Account Name	Ref Number	Amount
11/1/2022	CALENDLY	Technology Services & Software - Busine:	CC 0140	\$81.64
11/1/2022	WWW.TEACHWORKS.COM	Technology Services & Software - Educat	CC 0140	\$115.97
11/1/2022	WWW.TEACHWORKS.COM	Technology Services & Software - Educat	CC 0140	\$47.99
11/1/2022	SANDY PATT* (1 OF 1 PA	Educational Services	CC 0140	\$2,000.00
11/3/2022	ZOOM.US 888-799-9666	Technology Services & Software - Busine:	CC 0140	\$87.53
11/3/2022	NEXTIVA*VOIP SERVICE	Phone / Internet / Website Fees	CC 0140	\$3,028.52
11/4/2022	PAYPAL *CALIFORNIAA	Professional Development	CC 0140	\$245.00
11/4/2022	PAYPAL *CALIFORNIAA	Professional Development	CC 0140	\$75.00
11/4/2022	THE BELIN BLANK CENTER	Professional Development	CC 0140	\$79.00
11/4/2022	MOLLY MAID OF SADDLEBACK	Janitorial Services	CC 0140	\$126.00
11/6/2022	PURCHASE INTEREST CHARGE	Interest	CC 0140	\$471.48
11/6/2022	CUBESMART 713	Rent - Facilities Lease	CC 0140	\$286.00
11/6/2022	ADOBE *800-833-6687	Technology Services & Software - Busine:	CC 0140	\$494.73
11/9/2022	ZAPIER.COM/CHARGE	Technology Services & Software - Busine:	CC 0140	\$448.50
11/10/2022	PAYPAL *SOCALKINDER SOCIAL	Registration Fees - conferences	CC 0140	\$282.38
11/11/2022	PITNEY BOWES PI	Postage & Delivery - Educational	CC 0140	\$285.77
11/11/2022	MOLLY MAID OF SADDLEBACK	Janitorial Services	CC 0140	\$126.00
11/13/2022	PITNEY BOWES PI	Postage & Delivery - Educational	CC 0140	\$55.45
11/14/2022	STARLINK INTERNET	Phone / Internet / Website Fees	CC 0140	\$135.00
11/14/2022	AIRTABLE.COM/BILL	Technology Services & Software - Busine:	CC 0140	\$216.00
11/16/2022	FEDEX OFFICE 800000836	Postage & Delivery - Educational	CC 0140	\$412.71
11/16/2022	FEDEX OFFICE 800000836	Postage & Delivery - Educational	CC 0140	\$152.39
11/16/2022	THE RIND	Travel, Lodging & Meals	CC 0140	\$157.41
11/16/2022	SHERATON	Travel, Lodging & Meals	CC 0140	\$20.94
11/17/2022	SCW	Professional Development	CC 0140	\$1,724.77
11/17/2022	FEDEX OFFIC17000017012	Technology Services & Software - Busine:	CC 0140	\$383.31
11/17/2022	STARBUCKS 65032 SCR MSFT *	Travel, Lodging & Meals	CC 0140	\$37.14
11/17/2022	E0300L2H2P	Technology Services & Software - Busine:	CC 0140	\$338.25
11/17/2022	SHERATON	Travel, Lodging & Meals	CC 0140	\$117.88
11/18/2022	MOLLY MAID OF SADDLEBACK	Janitorial Services	CC 0140	\$126.00
11/18/2022	SHERATON	Travel, Lodging & Meals	CC 0140	\$140.09
11/18/2022	4IMPRINT INC	Marketing	CC 0140	\$5,956.18
11/20/2022	FEDEX 555961423	Postage & Delivery - Educational	CC 0140	\$53.88
11/21/2022	SOFTCHOICE CORPORATION	Technology Services & Software - Busine:	CC 0140	\$2,453.50

Elite Academic Academy - Lucerne

11/23/2022	FEDEX 556374356	Postage & Delivery - Educational	CC 0140	\$17.22
11/24/2022	J2 EFAX SERVICES	Technology Services & Software - Busine:	CC 0140	\$18.99
11/25/2022	FEDEX 556559263	Postage & Delivery - Educational	CC 0140	\$15.70
11/27/2022	KAJABI GROWTH MONTHLY	Technology Services & Software - Busine:	CC 0140	\$199.00
11/29/2022	All About Learning Press, Inc.	Approved Core Curriculum, Teacher Man	913668	\$48.26
11/29/2022	All About Learning Press, Inc.	Approved Core Curriculum, Teacher Man	913678	\$83.17
11/29/2022	All About Learning Press, Inc.	Approved Core Curriculum, Teacher Man	913679	\$83.17
11/29/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	11PG-TDMK-Q3HD	\$15.63
11/29/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1CK7-4F1P-F91K	\$12.42
11/29/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	19QK-6NNK-DLLX	\$8.79
11/29/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1FRG-HCMV-9M3L	\$152.14
11/29/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1JD3-WMRV-FNG6	\$9.69
11/29/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1H63-M96N-7K9R	\$30.16
11/29/2022	BookShark, LLC	Approved Core Curriculum, Teacher Man	BI0015362	\$55.27
11/29/2022	BookShark, LLC	Approved Core Curriculum, Teacher Man	BI0015363	\$257.82
11/29/2022	BookShark, LLC	Approved Core Curriculum, Teacher Man	BI0015377	\$22.62
11/29/2022	BookShark, LLC	Approved Core Curriculum, Teacher Man	BI0015376	\$22.62
11/29/2022	BookShark, LLC	Approved Core Curriculum, Teacher Man	BI0015375	\$37.70
11/29/2022	Dash Into Learning	Approved Core Curriculum, Teacher Man	537034996	\$195.48
11/29/2022	Institute for Excellence in Writing	Approved Core Curriculum, Teacher Man	955680	\$231.66
11/29/2022	Kids Immersion, LLC	Approved Core Curriculum, Teacher Man	3862	\$119.00
11/29/2022	Learning Without Tears	Approved Core Curriculum, Teacher Man	INV163518	\$9.99
11/29/2022	Learning Without Tears	Approved Core Curriculum, Teacher Man	INV163727	\$20.06
11/29/2022	Learning Without Tears	Approved Core Curriculum, Teacher Man	INV163731	\$141.49
11/29/2022	MEL Science U.S., LLC	Approved Core Curriculum, Teacher Man	GN2022102805	\$378.33
11/29/2022	MEL Science U.S., LLC	Approved Core Curriculum, Teacher Man	JC2022102702	\$226.68
11/29/2022	Mimeo.com, Inc	Approved Core Curriculum, Teacher Man	1865539	\$283.50
11/29/2022	Mimeo.com, Inc	Approved Core Curriculum, Teacher Man	1866879	\$151.33
11/29/2022	Outschool, Inc.	Approved Core Curriculum, Teacher Man	12345708236	\$189.00
11/29/2022	Outschool, Inc.	Approved Core Curriculum, Teacher Man	12345708430	\$321.00
11/29/2022	Outschool, Inc.	Approved Core Curriculum, Teacher Man	12345708429	\$14.00
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3907455	\$62.19
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3907233	\$124.44
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3907098	\$43.60
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3907130	\$141.84

Elite Academic Academy - Lucerne

11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3907458	\$24.66
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3907483	\$447.38
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3907106	\$127.41
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3907456	\$62.19
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3907485	\$234.22
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3906857	\$140.09
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3907229	\$50.40
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3907215	\$53.78
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3907178	\$45.89
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3907379	\$395.77
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3907484	\$210.60
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3906855	\$56.38
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3907472	\$382.08
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3907264	\$189.95
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3906858	\$43.93
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3907461	\$25.72
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3907460	\$79.72
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3907380	\$390.32
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3907377	\$231.80
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3907216	\$269.93
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3907486	\$155.07
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3907475	\$461.37
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3907230	\$20.16
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3907281	\$114.97
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3912288	\$128.20
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3912434	\$335.71
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3912425	\$73.32
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3912217	\$44.43
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3912358	\$69.60
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3912418	\$73.32
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3912357	\$15.85
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3912216	\$351.95
11/29/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3912280	\$426.31
11/29/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	465178	\$32.27
11/29/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	465180	\$32.27

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11/29/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	464994	\$32.27
11/29/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	465182	\$64.54
11/29/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	465181	\$64.54
11/29/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	465359	\$65.14
11/29/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	465235	\$65.14
11/29/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	465212	\$64.54
11/29/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	465237	\$65.14
11/29/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	465234	\$64.54
11/29/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	465215	\$64.54
11/29/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	466049	\$64.54
11/29/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	466330	\$65.14
11/29/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	466329	\$65.59
11/29/2022	Teacher Synergy LLC	Approved Core Curriculum, Teacher Man	349256	\$119.20
11/29/2022	Teaching Textbooks, LLC	Approved Core Curriculum, Teacher Man	47449	\$43.08
11/29/2022	Teaching Textbooks, LLC	Approved Core Curriculum, Teacher Man	47474	\$43.08
11/29/2022	Teaching Textbooks, LLC	Approved Core Curriculum, Teacher Man	47579	\$61.56
11/29/2022	Zingy Learning	Approved Core Curriculum, Teacher Man	24019	\$750.00
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	16L3-GQXR-FYNQ	\$17.15
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	11ML-T1D7-M93G	\$70.46
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1GRX-7WQK-6WKV	\$180.43
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1J6M-XLXP-3C1H	\$116.75
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1J6M-XLXP-TXXF	\$31.54
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	13HH-RMPD-DG9L	\$150.84
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1TPT-RCF7-49VF	\$10.23
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	14HQ-PTHM-J7F3	\$7.54
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1H69-4V9W-NGHF	\$133.63
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	114Q-NCLD-MX4W	\$18.20
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1TTR-CP6Y-K7PW	\$28.05
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1PCY-NWWP-XTND	\$57.42
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1QHK-RT6H-1J6C	\$8.05
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1JV3-4GPK-39WD	\$290.85
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1NMM-HY7Y-P4H9	\$20.14
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1MQD-CXWF-C4LH	\$10.90
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1KP7-YJL1-GL4Y	\$28.14
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1NRM-LDGW-641W	\$98.92

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11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1N6M-RM6D-4N14	\$29.28
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1317-4VPC-43FD	\$18.12
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	11CW-13K1-6PR4	\$10.20
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1DN9-4PRK-1Q99	\$234.21
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1M7N-GPV9-JPGT	\$47.19
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1X39-6H1X-4FPF	\$213.49
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	17JN-GQWF-3QKW	\$47.00
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1RFT-R9QY-6941	\$200.83
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1DWN-DRJP-77JY	\$2.69
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	14L1-FTN1-7QH7	\$38.30
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1HDN-GR33-7D33	\$25.17
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	14PQ-TMPH-GD4N	\$99.11
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1CRW-MGPY-GLHD	\$83.76
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1KD1-QDJ1-L3QN	\$14.22
11/29/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1RRD-KTGN-L1GF	\$25.85
11/29/2022	KiwiCo, Inc.	Core Teaching/Student Supplies	KE-331E934110262215	\$137.76
11/29/2022	KiwiCo, Inc.	Core Teaching/Student Supplies	KE-85C0E25A10292253	\$134.01
11/29/2022	Magy Graff	Core Teaching/Student Supplies	GRA111522	\$29.90
11/29/2022	Mimeo.com, Inc	Core Teaching/Student Supplies	1865539	\$432.28
11/29/2022	Mimeo.com, Inc	Core Teaching/Student Supplies	1866879	\$1,022.32
11/29/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3907282	\$89.14
11/29/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3907433	\$72.70
11/29/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3907225	\$265.92
11/29/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3907232	\$92.00
11/29/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3908723	\$106.43
11/29/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3908722	\$78.59
11/29/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3908579	\$73.14
11/29/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3908721	\$104.89
11/29/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3913186	\$116.79
11/29/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3913187	\$15.85
11/29/2022	Abigail Mendoza	Educational Services	MEN110822	\$233.10
11/29/2022	Abigail Mendoza	Educational Services	MEN110822a	\$251.10
11/29/2022	Amazing Athletes of Inland Empire	Educational Services	537228997	\$112.00
11/29/2022	Branche Jones	Educational Services	108	\$1,500.00
11/29/2022	CMMC Learning Center LLC	Educational Services	537222314	\$469.00

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11/29/2022	Carole Lynne Dance Studio	Educational Services	912	\$400.00
11/29/2022	Casey Rojas	Educational Services	ROJ111822	\$41.25
11/29/2022	Christopher Bruneau	Educational Services	BRU111822	\$691.00
11/29/2022	David Barnes	Educational Services	537229049	\$120.00
11/29/2022	EM Sports LLC	Educational Services	537229054	\$2,250.00
11/29/2022	Frank Velasquez	Educational Services	537222293	\$565.00
11/29/2022	Friends of Willow Tree	Educational Services	537229057	\$320.00
11/29/2022	HOPE Vision Center	Educational Services	360	\$4,450.00
11/29/2022	Head2Heart Partners in Education	Educational Services	537222296	\$1,750.00
11/29/2022	Huckleberry Center for Creative Learning	Educational Services	537229137	\$207.50
11/29/2022	Iron Fist Martial Arts	Educational Services	537222306	\$130.00
11/29/2022	Jaclyn Hutchins*	Educational Services	537222297	\$1,860.00
11/29/2022	Jessica Rice	Educational Services	537229003	\$130.00
11/29/2022	Josie Christensen	Educational Services	CHR110822	\$135.00
11/29/2022	Kimberly Keeth	Educational Services	537222308	\$110.00
11/29/2022	Loren Martinez	Educational Services	537222312	\$692.50
11/29/2022	Louvina Sheffield	Educational Services	537229156	\$146.00
11/29/2022	Lynsey Roach	Educational Services	ROA110822	\$285.42
11/29/2022	Maria Morales Medina	Educational Services	MOR111822	\$360.00
11/29/2022	Melissa J. Diwa Enterprises	Educational Services	537222289	\$900.00
11/29/2022	Melissa J. Diwa Enterprises	Educational Services	537229040	\$681.00
11/29/2022	Melissa J. Diwa Enterprises	Educational Services	537233336	\$495.00
11/29/2022	Melissa Leonard	Educational Services	537222320	\$280.00
11/29/2022	Michelle Shannep	Educational Services	SHA111522	\$385.00
11/29/2022	Michelle Shannep	Educational Services	SHA111522a	\$385.00
11/29/2022	Murrieta Academy of Music and Performir	Educational Services	537222325	\$304.00
11/29/2022	Natasha Hernandez	Educational Services	HER111022	\$110.00
11/29/2022	Nicole Barnhart	Educational Services	537222331	\$665.00
11/29/2022	Nicole the Math Lady, LLC	Educational Services	5632	\$59.00
11/29/2022	Nicole the Math Lady, LLC	Educational Services	5633	\$129.00
11/29/2022	Olivia Alarcon	Educational Services	ALA110822	\$135.00
11/29/2022	Olivia Alarcon	Educational Services	ALA111822	\$125.00
11/29/2022	On Pointe Productions, LLC	Educational Services	537229142	\$160.00
11/29/2022	Parnassus Preparatory Academy	Educational Services	537229147	\$5,250.00
11/29/2022	Philisha Montano	Educational Services	MON110822	\$119.00

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11/29/2022	Rock Rose School of Creative Learning	Educational Services	537229062	\$300.00
11/29/2022	Roxana Davison	Educational Services	DAV111522	\$20.00
11/29/2022	Roxana Davison	Educational Services	DAV111622	\$20.00
11/29/2022	Sehar Ellahi	Educational Services	ELL111522	\$400.00
11/29/2022	The Rage Entertainment Complex	Educational Services	537229152	\$1,764.00
11/29/2022	The Realm Creative Academy, LLC	Educational Services	537231693	\$886.00
11/29/2022	Theresa Rubio	Educational Services	RUB110222	\$60.00
11/29/2022	Theresa Rubio	Educational Services	RUB110822	\$120.00
11/29/2022	Universal Martial Arts Centers, LLC	Educational Services	537229161	\$390.00
11/29/2022	Vibe Performing Arts	Educational Services	537229167	\$334.88
11/29/2022	Write On! Webb	Educational Services	2696	\$497.00
11/29/2022	Hatch & Cesario, Attorneys-at-Law	Legal Fees	14638	\$128.00
11/29/2022	Hatch & Cesario, Attorneys-at-Law	Legal Fees	14637	\$32.00
11/29/2022	Hatch & Cesario, Attorneys-at-Law	Legal Fees	14639	\$2,960.00
11/29/2022	Hatch & Cesario, Attorneys-at-Law	Legal Fees	14640	\$4,034.00
11/29/2022	Mary R. Pierce, Esq.	Legal Fees	202238	\$487.50
11/29/2022	Stukent, Inc.	Marketing	15418	\$500.00
11/29/2022	Amazon Capital Services, Inc.	Materials & Supplies - Office	17YY-FT43-4QWM	\$31.93
11/29/2022	Amazon Capital Services, Inc.	Materials & Supplies - Office	1MQD-CXWF-9K6Y	\$145.42
11/29/2022	Amazon Capital Services, Inc.	Materials & Supplies - Office	1DCX-RJ7Y-G9DJ	\$13.59
11/29/2022	Amazon Capital Services, Inc.	Materials & Supplies - Office	1HDN-GR33-3H9V	\$8.63
11/29/2022	Thomas S. Olson	Postage & Delivery - Educational	OLS110322	\$52.29
11/29/2022	Pioneer Nashville II, LLC	Rent - Facilities Lease	012Dec22STE130	\$1,030.50
11/29/2022	Wildomar Valley Wood Products, Inc., Defi	Rent - Facilities Lease	12Dec2022Lease	\$2,633.50
11/29/2022	NCS Pearson, Inc.	Special Education Services	20072175	\$36.43
11/29/2022	NCS Pearson, Inc.	Special Education Services	20077766	\$82.50
11/29/2022	NCS Pearson, Inc.	Special Education Services	20083472	\$467.20
11/29/2022	Specialized Therapy Services, Inc.	Special Education Services	ELAA01-0922	\$115.00
11/29/2022	TSW Therapy, Inc.	Special Education Services	1245	\$2,150.00
11/29/2022	TSW Therapy, Inc.	Special Education Services	1250	\$1,400.00
11/29/2022	TSW Therapy, Inc.	Special Education Services	1246	\$1,495.00
11/29/2022	OPS	Technology Services & Software - Educat	2392	\$1,334.23
11/29/2022	School Pathways Holdings, LLC	Technology Services & Software - Educat	140-INV4214	\$4,050.21
11/29/2022	Stukent, Inc.	Technology Services & Software - Educat	15418	\$500.00
11/29/2022	SANDY PATT* (1 OF 1 PA	Educational Services	CC 0140	\$2,000.00

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11/30/2022	FIS LOCKBOX OPERATIONS ATTN:PITNEY B	Postage & Delivery - Educational	013.LU	\$5,000.00
11/30/2022	FEDEX 556937270	Postage & Delivery - Educational	CC 0140	\$17.22
11/30/2022	SAN JOAQUIN CO* EDJOIN	Staff Recruiting	CC 0140	\$4,800.00
12/1/2022	Legends Hospitality, LLC	Educational Services	5632	\$1,079.00
12/1/2022	Legends Hospitality, LLC	Educational Services	3494	\$650.00
12/1/2022	Anthem Blue Cross	Health Insurance	202211929759	\$16,243.32
12/1/2022	Guardian	Health Insurance	012Dec2022	\$4,630.40
12/1/2022	WWW.TEACHWORKS.COM	Technology Services & Software - Educat	CC 0140	\$47.99
12/1/2022	WWW.TEACHWORKS.COM	Technology Services & Software - Educat	CC 0140	\$127.51
12/2/2022	SBCSS	STRS	011NovSTRS2022	\$49,000.00
12/2/2022	SBCSS	STRS	011NovSTRS2022	\$49,000.00
12/2/2022	SBCSS	STRS	011NovSTRS2022	\$30,505.82
12/2/2022	FEDEX 557107457	Postage & Delivery - Educational	CC 0140	\$21.20
12/2/2022	CADA	Registration Fees - conferences	CC 0140	\$35.00
12/2/2022	MASTERCLASS.COM/CHARGE	Professional Development	CC 0140	\$3,960.00
12/2/2022	MOLLY MAID OF SADDLEBACK	Janitorial Services	CC 0140	\$126.00
12/4/2022	NEXTIVA*VOIP SERVICE	Phone / Internet / Website Fees	CC 0140	\$2,928.53
12/4/2022	ADOBE *800-833-6687	Technology Services & Software - Busine:	CC 0140	\$494.73
12/4/2022	ENTERPRISE RENT-A-CAR	Travel, Lodging & Meals	CC 0140	\$307.95
12/5/2022	CUBESMART 713	Rent - Facilities Lease	CC 0140	\$286.00
12/6/2022	PURCHASE INTEREST CHARGE	Interest	CC 0140	\$235.57
12/7/2022	All About Learning Press, Inc.	Approved Core Curriculum, Teacher Man	913782	\$157.53
12/7/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	119D-91FF-NRW3	\$30.16
12/7/2022	BookShark, LLC	Approved Core Curriculum, Teacher Man	BI0015534	\$113.85
12/7/2022	BookShark, LLC	Approved Core Curriculum, Teacher Man	BI0015612	\$22.83
12/7/2022	BookShark, LLC	Approved Core Curriculum, Teacher Man	BI0015613	\$22.83
12/7/2022	Mimeo.com, Inc	Approved Core Curriculum, Teacher Man	1869030	\$147.67
12/7/2022	Moving Beyond the Page	Approved Core Curriculum, Teacher Man	275195	\$163.77
12/7/2022	Pandia Press	Approved Core Curriculum, Teacher Man	38427	\$39.99
12/7/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3915179	\$20.37
12/7/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3916761	\$172.13
12/7/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3892006	\$35.72
12/7/2022	Cody Simms	Board Stipends - Attendance	12Dec2022LU	\$300.00
12/7/2022	Kent Christensen	Board Stipends - Attendance	12Dec2022LU	\$300.00
12/7/2022	Susan Ann McDougal	Board Stipends - Attendance	12Dec2022LU	\$300.00

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12/7/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1DXH-LKGM-Y649	\$16.95
12/7/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1GKP-HL3Q-CHLQ	\$16.14
12/7/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1GRF-H4T1-697H	\$82.13
12/7/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	19CD-WMGM-7MP1	\$83.53
12/7/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	193N-M3KL-3TN4	\$11.17
12/7/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1QQL-TJMF-3K6V	\$21.68
12/7/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1DVC-71L3-DXML	\$32.51
12/7/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1N1H-KCNR-13MG	\$8.70
12/7/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1PDW-17KJ-3LGV	\$73.97
12/7/2022	Carroll Business Supply, Inc	Core Teaching/Student Supplies	983105-0	\$171.21
12/7/2022	Crafty School Crates	Core Teaching/Student Supplies	21747	\$137.80
12/7/2022	Little Passports, Inc	Core Teaching/Student Supplies	IN-0000993774	\$182.37
12/7/2022	MoxieBox Art Inc.	Core Teaching/Student Supplies	9221	\$190.97
12/7/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3915182	\$92.00
12/7/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3915183	\$78.59
12/7/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3915180	\$93.31
12/7/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3892074	\$93.87
12/7/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3921798	\$11.80
12/7/2022	Agapito Velasco	Educational Services	VEL113022	\$153.00
12/7/2022	Ashley Patterson	Educational Services	PAT111822	\$121.00
12/7/2022	Casey Rojas	Educational Services	ROJ120622	\$61.97
12/7/2022	Cheryl McCormick	Educational Services	10	\$864.00
12/7/2022	Melissa J. Diwa Enterprises	Educational Services	537237105	\$180.00
12/7/2022	Melissa J. Diwa Enterprises	Educational Services	537240136	\$180.00
12/7/2022	Monique Waithe	Educational Services	WAI120222	\$275.00
12/7/2022	Monique Waithe	Educational Services	WAI112822	\$262.50
12/7/2022	Neesha N. Rahim	Educational Services	110	\$3,750.00
12/7/2022	Neesha N. Rahim	Educational Services	109	\$3,750.00
12/7/2022	Perla Lacher	Educational Services	LAC113022	\$278.00
12/7/2022	Power of Leverage Brazilian Jiu Jitsu	Educational Services	537235363	\$450.00
12/7/2022	Rebekah Autery	Educational Services	AUT101122	\$37.65
12/7/2022	Roxana Davison	Educational Services	DAV113022	\$157.35
12/7/2022	Roxana Davison	Educational Services	DAV113022a	\$157.35
12/7/2022	Sandra Santos	Educational Services	SAN073022	\$720.00
12/7/2022	September Sherrill-Scott	Educational Services	SHE111622	\$15.00

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12/7/2022	Stacey Chen	Educational Services	CHE112922	\$154.00
12/7/2022	The Realm Creative Academy, LLC	Educational Services	537240139	\$174.00
12/7/2022	Thomas Bertling	Educational Services	BER111722	\$385.00
12/7/2022	Hatch & Cesario, Attorneys-at-Law	Legal Fees	14723	\$1,130.00
12/7/2022	Hatch & Cesario, Attorneys-at-Law	Legal Fees	14721	\$448.00
12/7/2022	Hatch & Cesario, Attorneys-at-Law	Legal Fees	14722	\$897.00
12/7/2022	Ashlea Kirkland	Mileage, Parking & Tolls	KIR112922	\$63.03
12/7/2022	Frontier	Phone / Internet / Website Fees	012Dec2022	\$375.01
12/7/2022	Life Storage	Rent - Facilities Lease	011Nov22#658b	\$116.50
12/7/2022	Curriculum Associates	Special Education Services	90712152	\$115.10
12/7/2022	McColgan & Associates, Inc	Special Education Services	4761	\$1,550.00
12/7/2022	McColgan & Associates, Inc	Special Education Services	4762	\$8,548.65
12/7/2022	Multi-Health Systems, Inc.	Special Education Services	ORD-249056-H5B5T2	\$240.86
12/7/2022	NCS Pearson, Inc.	Special Education Services	20099162	\$629.69
12/7/2022	Pro-Ed, Inc.	Special Education Services	2966253	\$190.76
12/7/2022	The Upward Bound School Inc	Special Education Services	2022-EAA-3	\$5,448.25
12/7/2022	AGiRepair, Inc.	Technology Services & Software - Educat	40354	\$555.50
12/8/2022	Cece's Artistic Touch	Educational Services	334	\$562.50
12/8/2022	SCW	Professional Development	CC 0140	\$3,920.55
12/9/2022	Inland Dance Theatre, Inc.	Educational Services	2	\$480.00
12/9/2022	Knight Security & Fire Systems	Fire, Alarm & Pest control	154222	\$20.00
12/9/2022	Southern California Edison	Utilities - Gas/Electric/Water	012DecSCE2022LU	\$85.15
12/9/2022	FEDEX OFFICE 800000836	Postage & Delivery - Educational	CC 0140	\$45.38
12/9/2022	ZAPIER.COM/CHARGE	Technology Services & Software - Busine:	CC 0140	\$448.50
12/9/2022	MOLLY MAID OF SADDLEBACK	Janitorial Services	CC 0140	\$126.00
12/12/2022	FEDEX 558183804	Postage & Delivery - Educational	CC 0140	\$30.50
12/13/2022	J2 EFAX SERVICES	Technology Services & Software - Busine:	CC 0140	\$10.00
12/14/2022	STARLINK INTERNET	Phone / Internet / Website Fees	CC 0140	\$135.00
12/14/2022	AIRTABLE.COM/BILL	Technology Services & Software - Busine:	CC 0140	\$216.00
12/14/2022	XPRESS GRAPHICS AND	Marketing	CC 0140	\$92.28
12/15/2022	CHIPOTLE ONLINE	Travel, Lodging & Meals	CC 0140	\$30.09
12/15/2022	CHIPOTLE ONLINE	Travel, Lodging & Meals	CC 0140	\$247.96
12/15/2022	POSTAL CONNECTION	Postage & Delivery - Educational	CC 0140	\$143.00
12/16/2022	Aflac	Health Insurance	747183	\$752.26
12/16/2022	Bagger Sports	Marketing	4857	\$1,391.59

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12/16/2022	Bagger Sports	Marketing	4858	\$904.16
12/16/2022	SCW	Professional Development	CC 0140	\$46.98
12/18/2022	SCW	Professional Development	CC 0140	\$1,658.44
12/18/2022	MOLLY MAID OF SADDLEBACK	Janitorial Services	CC 0140	\$126.00
12/18/2022	MSFT * E0300LGLPH	Technology Services & Software - Busine:	CC 0140	\$338.25
12/18/2022	SCW	Professional Development	CC 0140	\$19.00
12/18/2022	WALMART.COM	Professional Development	CC 0140	\$175.80
12/20/2022	Prime Educational Solutions	Back Office Fees	1076	\$49,000.00
12/20/2022	Prime Educational Solutions	Back Office Fees	1076	\$49,000.00
12/20/2022	Prime Educational Solutions	Back Office Fees	1076	\$33,584.43
12/21/2022	Kimberly Keeth	Educational Services	537251779	\$240.00
12/21/2022	FEDEX 559384711	Postage & Delivery - Educational	CC 6481	\$11.07
12/22/2022	CliftonLarsonAllen LLP	Accounting Fees / Audit	3484013	\$9,955.44
12/22/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1WPP-WWNQ-3P7F	\$24.59
12/22/2022	AoPS Incorporated Beautiful	Approved Core Curriculum, Teacher Man	INV228282	\$130.52
12/22/2022	Feet Books, Inc. BookShark,	Approved Core Curriculum, Teacher Man	18630	\$310.50
12/22/2022	LLC	Approved Core Curriculum, Teacher Man	BI0016016	\$195.15
12/22/2022	Demme Learning LLC Gravitas	Approved Core Curriculum, Teacher Man	0803923-IN	\$157.49
12/22/2022	Publications, Inc Logic of	Approved Core Curriculum, Teacher Man	87196	\$118.34
12/22/2022	English	Approved Core Curriculum, Teacher Man	SI-167432	\$118.12
12/22/2022	MEL Science U.S., LLC	Approved Core Curriculum, Teacher Man	SS202211804	\$113.34
12/22/2022	Mimeo.com, Inc	Approved Core Curriculum, Teacher Man	1869854	\$92.91
12/22/2022	Mimeo.com, Inc	Approved Core Curriculum, Teacher Man	1871006	\$60.46
12/22/2022	Outlier.org Inc	Approved Core Curriculum, Teacher Man	1064	\$3,000.00
12/22/2022	Outschool, Inc.	Approved Core Curriculum, Teacher Man	12345709054	\$87.00
12/22/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3922903	\$321.24
12/22/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3922906	\$341.75
12/22/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3922919	\$43.77
12/22/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3922856	\$41.98
12/22/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3922914	\$32.96
12/22/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3922915	\$25.84
12/22/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3922907	\$133.43
12/22/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3916760	\$25.99
12/22/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3932135	\$53.82
12/22/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3932139	\$77.90

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12/22/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3932136	\$15.49
12/22/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3932138	\$159.07
12/22/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	S252551	\$134.86
12/22/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	S252716	\$97.74
12/22/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	S252713	\$149.36
12/22/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	S252717	\$161.32
12/22/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	S253249	\$147.53
12/22/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	467055	\$65.59
12/22/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	454640	\$65.14
12/22/2022	Studies Weekly	Approved Core Curriculum, Teacher Man	467534	\$65.14
12/22/2022	Teacher Synergy LLC	Approved Core Curriculum, Teacher Man	213171442	\$21.80
12/22/2022	Time4Learning	Approved Core Curriculum, Teacher Man	6121160	\$225.00
12/22/2022	Valley Office Equipment**	Copier Lease, Service, Toner & Repair	IN2211-1415	\$19.56
12/22/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	13HH-RMPD-Q7FN	\$47.94
12/22/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1CXM-9J9Q-4H1Q	\$79.61
12/22/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1VC9-CL1T-4KJ3	\$30.94
12/22/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	13K1-DLH1-1MVP	\$11.86
12/22/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	14F7-HCVM-4VKP	\$7.18
12/22/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	14GD-RKVJ-7MKQ	\$15.24
12/22/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	16RC-G7D4-3MDC	\$5.35
12/22/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1LR7-YKCH-4DPL	\$67.51
12/22/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1R4R-CWP9-F6TY	\$164.28
12/22/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	17Q6-YH1R-J317	\$175.95
12/22/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1K6H-VNW7-NLF3	\$6.40
12/22/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	14CN-TQNW-M73V	\$38.04
12/22/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1MKF-WTFF-Y44C	\$39.72
12/22/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	16FW-4N6P-6XN7	\$41.89
12/22/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1T3Q-Y1PJ-6K9J	\$5.17
12/22/2022	KiwiCo, Inc.	Core Teaching/Student Supplies	KE-8399BA1D11292202	\$135.88
12/22/2022	KiwiCo, Inc.	Core Teaching/Student Supplies	KE-94DA398811302235	\$191.89
12/22/2022	Little Passports, Inc	Core Teaching/Student Supplies	IN-0000994273	\$183.21
12/22/2022	Little Passports, Inc	Core Teaching/Student Supplies	IN-0000994336	\$361.39
12/22/2022	Mimeo.com, Inc	Core Teaching/Student Supplies	1869854	\$60.82
12/22/2022	MoxieBox Art Inc.	Core Teaching/Student Supplies	9445	\$344.94
12/22/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3932137	\$207.97

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12/22/2022	Staples Business Credit	Core Teaching/Student Supplies	7602189535-0-1	\$242.07
12/22/2022	Amazing Athletes of Inland Empire	Educational Services	537251756	\$112.00
12/22/2022	Beyond Today Sports Institute	Educational Services	537251764	\$143.00
12/22/2022	Beyond Today Sports Institute	Educational Services	537253923	\$3,810.00
12/22/2022	Branche Jones	Educational Services	109	\$1,500.00
12/22/2022	CMMC Learning Center LLC	Educational Services	537247213	\$588.00
12/22/2022	Ciera Speer	Educational Services	SPE112822b	\$115.00
12/22/2022	Ciera Speer	Educational Services	SPE112822	\$115.00
12/22/2022	Ciera Speer	Educational Services	SPE112822c	\$115.00
12/22/2022	Ciera Speer	Educational Services	SPE112822a	\$115.00
12/22/2022	Discovery Cube	Educational Services	934050	\$277.50
12/22/2022	EMH Sports USA, Inc	Educational Services	537247184	\$40.00
12/22/2022	Iron Fist Martial Arts	Educational Services	537247200	\$130.00
12/22/2022	Jaclyn Hutchins*	Educational Services	537247188	\$140.00
12/22/2022	Jaclyn Hutchins*	Educational Services	537251771	\$120.00
12/22/2022	Jesus Arambula	Educational Services	ARA112822	\$380.00
12/22/2022	LA Clippers	Educational Services	11212022	\$825.00
12/22/2022	LA Kings Icetown Riverside	Educational Services	192319	\$150.00
12/22/2022	Liliana Guzman	Educational Services	GUZ112822	\$65.97
12/22/2022	Lily Diehl	Educational Services	537247206	\$262.50
12/22/2022	Loren Martinez	Educational Services	537247211	\$627.50
12/22/2022	Lorna Jenkins	Educational Services	537249229	\$368.00
12/22/2022	Melissa J. Diwa Enterprises	Educational Services	537247182	\$720.00
12/22/2022	Melissa Leonard	Educational Services	537247216	\$350.00
12/22/2022	Murrieta Academy of Music and Performir	Educational Services	537247219	\$304.00
12/22/2022	Nicole the Math Lady, LLC	Educational Services	5714	\$99.00
12/22/2022	Nicole the Math Lady, LLC	Educational Services	5715	\$129.00
12/22/2022	Noonan family Swim School, Inc.	Educational Services	537247220	\$242.50
12/22/2022	On Pointe Productions, LLC	Educational Services	537251781	\$190.00
12/22/2022	Perla Lacher	Educational Services	LAC120622	\$260.00
12/22/2022	Power of Leverage Brazilian Jiu Jitsu	Educational Services	537251784	\$450.00
12/22/2022	Riffs Music	Educational Services	537251789	\$130.00
12/22/2022	Stacey Chen	Educational Services	CHE112922a	\$462.00
12/22/2022	The Rage Entertainment Complex	Educational Services	537249231	\$162.44
12/22/2022	Top Billing Entertainment Performance Ac	Educational Services	537251793	\$185.00

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12/22/2022	Mary R. Pierce, Esq.	Legal Fees	202240	\$750.00
12/22/2022	FlipSwitch Marketing LLC	Marketing	INVM349	\$7,788.90
12/22/2022	Amazon Capital Services, Inc.	Materials & Supplies - Office	1NWR-474H-JXFH	\$105.44
12/22/2022	San Diego County Office of Education	Professional Development	099-039615	\$4,500.00
12/22/2022	Adam Bruno	Special Education Services	1	\$525.00
12/22/2022	Charters Choice Educational Services Inc	Special Education Services	737	\$3,932.50
12/22/2022	McColgan & Associates, Inc	Special Education Services	4791	\$6,140.15
12/22/2022	McColgan & Associates, Inc	Special Education Services	4790	\$2,635.00
12/22/2022	Specialized Therapy Services, Inc.	Special Education Services	ELAA01-1022	\$95.45
12/22/2022	AGiRepair, Inc.	Technology Services & Software - Educat	44504	\$263.00
12/22/2022	OPS	Technology Services & Software - Educat	2400	\$1,334.23
12/22/2022	School Pathways Holdings, LLC	Technology Services & Software - Educat	140-INV4239	\$3,773.79
12/22/2022	Marsh & McLennan Agency, LLC	Workers Compensation	2079332	\$2,514.50
12/25/2022	J2 EFAX SERVICES	Technology Services & Software - Busine:	CC 6481	\$18.99
12/26/2022	KAJABI GROWTH MONTHLY	Technology Services & Software - Busine:	CC 6481	\$199.00
12/27/2022	Kaiser Foundation Health Plan	Health Insurance	001Jan2023LU	\$27,814.25
12/28/2022	SBCSS	STRS	012DecSTRS2022	\$49,000.00
12/28/2022	SBCSS	STRS	012DecSTRS2022	\$49,000.00
12/28/2022	SBCSS	STRS	012DecSTRS2022	\$29,179.60
12/28/2022	FEDEX 560500864	Postage & Delivery - Educational	CC 6481	\$11.07
1/3/2023	Wildomar Valley Wood Products, Inc., Defi	Rent - Facilities Lease	01Jan2023Lease	\$2,752.50
1/4/2023	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1TYL-VQQJ-KMNJ	\$1,636.20
1/4/2023	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1CVJ-9HGV-TTQD	\$9.77
1/4/2023	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	149J-F4PF-316C	\$17.23
1/4/2023	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1QVN-J3YR-31RP	\$5.75
1/4/2023	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1P9R-YXHN-3KHH	\$16.15
1/4/2023	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	19CJ-N7NL-4T97	\$16.37
1/4/2023	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1K7G-YR6J-NXY9	\$7.60
1/4/2023	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1GF6-9JWV-P6NL	\$16.26
1/4/2023	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1PJP-W667-1MMN	\$90.22
1/4/2023	Brigantine Media	Approved Core Curriculum, Teacher Man	1130221	\$91.90
1/4/2023	Dash Into Learning	Approved Core Curriculum, Teacher Man	537103564	\$45.99
1/4/2023	Dash Into Learning	Approved Core Curriculum, Teacher Man	537136378	\$44.98
1/4/2023	Demme Learning LLC	Approved Core Curriculum, Teacher Man	0805132-IN	\$78.52
1/4/2023	Mad Dog Math	Approved Core Curriculum, Teacher Man	4748	\$89.99

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1/4/2023	Mimeo.com, Inc	Approved Core Curriculum, Teacher Man	1874405	\$609.14
1/4/2023	Mimeo.com, Inc	Approved Core Curriculum, Teacher Man	1874290	\$5,396.17
1/4/2023	Moving Beyond the Page	Approved Core Curriculum, Teacher Man	275537	\$282.89
1/4/2023	Outschool, Inc.	Approved Core Curriculum, Teacher Man	12345709220	\$48.00
1/4/2023	Outschool, Inc.	Approved Core Curriculum, Teacher Man	12345709595	\$224.00
1/4/2023	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3937229	\$30.87
1/4/2023	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3937241	\$181.09
1/4/2023	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3939595	\$69.24
1/4/2023	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3942822	\$109.83
1/4/2023	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3942815	\$235.54
1/4/2023	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3942820	\$57.97
1/4/2023	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3942824	\$192.34
1/4/2023	Studies Weekly	Approved Core Curriculum, Teacher Man	467800	\$32.80
1/4/2023	Studies Weekly	Approved Core Curriculum, Teacher Man	467799	\$32.80
1/4/2023	Studies Weekly	Approved Core Curriculum, Teacher Man	468037	\$65.59
1/4/2023	Studies Weekly	Approved Core Curriculum, Teacher Man	468162	\$64.54
1/4/2023	Teacher Synergy LLC	Approved Core Curriculum, Teacher Man	214246332	\$21.75
1/4/2023	The Regents of the University of California	Approved Core Curriculum, Teacher Man	158684	\$399.00
1/4/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1VG9-HXWC-PXL1	\$99.18
1/4/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1FXW-6NX9-TJ3T	\$42.92
1/4/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	16X6-K7W7-1JGK	\$16.18
1/4/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1PYF-DPP1-19K7	\$172.99
1/4/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1VNR-3QN7-YDT1	\$146.57
1/4/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1NPD-7X3N-4LLX	\$16.80
1/4/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1GP6-T17L-6VXP	\$13.12
1/4/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1RP3-9RNH-6C3G	\$140.02
1/4/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	19CJ-N7NL-4GRJ	\$27.18
1/4/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1W6F-GYK3-3QW7	\$68.99
1/4/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1NQ7-R1NC-3JNV	\$5.73
1/4/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1GP7-6HMG-QY1H	\$42.70
1/4/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1DYW-7P77-3TQ3	\$27.81
1/4/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1T4T-TYQW-9CPD	\$45.99
1/4/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1341-DDFM-RK6G	\$98.19
1/4/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1FKX-XNQ4-36YK	\$83.17
1/4/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1CW9-LWC9-4Q34	\$16.15

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1/4/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	117X-DDGC-11F9	\$81.86
1/4/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	13H4-7DHK-7PNT	\$2,663.50
1/4/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1FR7-VFCQ-4C46	\$315.52
1/4/2023	Blick Art Materials	Core Teaching/Student Supplies	9690567	\$15.56
1/4/2023	Carroll Business Supply, Inc	Core Teaching/Student Supplies	984337-0	\$54.35
1/4/2023	Crafty School Crates	Core Teaching/Student Supplies	21631	\$143.00
1/4/2023	Crafty School Crates	Core Teaching/Student Supplies	21712	\$137.80
1/4/2023	Crafty School Crates	Core Teaching/Student Supplies	21690	\$543.50
1/4/2023	Little Passports, Inc	Core Teaching/Student Supplies	IN-0000994564	\$180.70
1/4/2023	Little Passports, Inc	Core Teaching/Student Supplies	IN-0000994565	\$182.37
1/4/2023	Mimeo.com, Inc	Core Teaching/Student Supplies	1874405	\$1,130.60
1/4/2023	Rainbow Resource Center	Core Teaching/Student Supplies	3937238	\$46.82
1/4/2023	Rainbow Resource Center	Core Teaching/Student Supplies	3937239	\$45.21
1/4/2023	Rainbow Resource Center	Core Teaching/Student Supplies	3937240	\$114.22
1/4/2023	Rainbow Resource Center	Core Teaching/Student Supplies	3944809	\$33.62
1/4/2023	Rainbow Resource Center	Core Teaching/Student Supplies	3944811	\$12.56
1/4/2023	Abigail Mendoza	Educational Services	MEN120922	\$233.10
1/4/2023	Abigail Mendoza	Educational Services	MEN120922a	\$251.10
1/4/2023	Brittany Fleming	Educational Services	FLE120922	\$789.00
1/4/2023	Carole Lynne Dance Studio	Educational Services	537274464	\$460.00
1/4/2023	Casey Rojas	Educational Services	ROJ121522	\$82.50
1/4/2023	Connie Weaver	Educational Services	120122	\$15.00
1/4/2023	Cristina Medina	Educational Services	MED120122	\$5.00
1/4/2023	David Barnes	Educational Services	537259273	\$240.00
1/4/2023	David Barnes	Educational Services	537295890	\$60.00
1/4/2023	DeeAnn Houck	Educational Services	HOU120922	\$61.60
1/4/2023	EM Sports LLC	Educational Services	537253938	\$1,690.00
1/4/2023	Ericka Jackson	Educational Services	JAC120122	\$50.00
1/4/2023	Erika Bertling	Educational Services	BER120122	\$10.00
1/4/2023	Frank Velasquez	Educational Services	537253936	\$567.50
1/4/2023	Friends of Willow Tree	Educational Services	537253944	\$320.00
1/4/2023	HOPE Vision Center	Educational Services	361	\$4,410.00
1/4/2023	Head2Heart Partners in Education	Educational Services	537255643	\$1,750.00
1/4/2023	Huckleberry Center for Creative Learning	Educational Services	537255646	\$207.50
1/4/2023	JKW Innovations LLC	Educational Services	537268507	\$55.00

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1/4/2023	Jaclyn Hutchins*	Educational Services	537253962	\$150.00
1/4/2023	Jaclyn Hutchins*	Educational Services	537255655	\$210.00
1/4/2023	James Kang	Educational Services	KAN120922	\$148.00
1/4/2023	Kristen Lawrence	Educational Services	LAW121322a	\$150.00
1/4/2023	Kristen Lawrence	Educational Services	LAW121322	\$275.00
1/4/2023	Kristen Lawrence	Educational Services	LAW121322b	\$275.00
1/4/2023	LA Clippers	Educational Services	42020660	\$2,402.50
1/4/2023	Lindsay Nicoson	Educational Services	NIC120122	\$10.00
1/4/2023	Lorna Jenkins	Educational Services	537295941	\$608.00
1/4/2023	Louvina Sheffield	Educational Services	537278210	\$146.00
1/4/2023	Lynsey Roach	Educational Services	ROA120122	\$20.00
1/4/2023	Marie Campbell	Educational Services	CAM121422	\$420.00
1/4/2023	Marie Campbell	Educational Services	CAM121422a	\$420.00
1/4/2023	Melissa J. Diwa Enterprises	Educational Services	537253933	\$504.00
1/4/2023	Melissa J. Diwa Enterprises	Educational Services	537255641	\$855.00
1/4/2023	Melissa J. Diwa Enterprises	Educational Services	537259271	\$720.00
1/4/2023	Melissa J. Diwa Enterprises	Educational Services	537262199	\$372.00
1/4/2023	Melissa J. Diwa Enterprises	Educational Services	537265272	\$822.00
1/4/2023	Melissa J. Diwa Enterprises	Educational Services	537267632	\$552.00
1/4/2023	Melissa J. Diwa Enterprises	Educational Services	537274455	\$180.00
1/4/2023	Melissa J. Diwa Enterprises	Educational Services	537283852	\$1,560.00
1/4/2023	Natalie Manning	Educational Services	MAN120122	\$10.00
1/4/2023	Natasha Hernandez	Educational Services	HER120922	\$220.00
1/4/2023	Nicole Barnhart	Educational Services	537259280	\$507.50
1/4/2023	Nicole the Math Lady, LLC	Educational Services	5744	\$59.00
1/4/2023	Parnassus Preparatory Academy	Educational Services	537253972	\$4,550.00
1/4/2023	Rebekah Autery	Educational Services	AUT120122	\$5.00
1/4/2023	Regina Rivero	Educational Services	RIV121322	\$320.00
1/4/2023	Rock Rose School of Creative Learning	Educational Services	537253956	\$300.00
1/4/2023	Sara Shaw	Educational Services	SHA120122	\$5.00
1/4/2023	Sehar Ellahi	Educational Services	ELL120922	\$400.00
1/4/2023	Snow Valley LLC	Educational Services	Trip011723	\$204.00
1/4/2023	SoCal STEM LLC	Educational Services	537255656	\$256.00
1/4/2023	Stacey Chen	Educational Services	CHE121322	\$308.00
1/4/2023	Stacey Chen	Educational Services	CHE121522a	\$173.04

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1/4/2023	Stacey Chen	Educational Services	CHE121522b	\$173.04
1/4/2023	Stacey Chen	Educational Services	CHE121322a	\$308.00
1/4/2023	Stacey Chen	Educational Services	CHE121522	\$173.04
1/4/2023	The Animation Course, LLC	Educational Services	120522-Dockery	\$150.00
1/4/2023	The Music Key School	Educational Services	537274467	\$126.00
1/4/2023	The Rage Entertainment Complex	Educational Services	537253974	\$1,434.44
1/4/2023	The Rage Entertainment Complex	Educational Services	537295985	\$1,052.42
1/4/2023	The Realm Creative Academy, LLC	Educational Services	537251791	\$530.00
1/4/2023	The Realm Creative Academy, LLC	Educational Services	537296001	\$530.00
1/4/2023	Thomas Bertling	Educational Services	BER120922	\$175.00
1/4/2023	Universal Martial Arts Centers, LLC	Educational Services	537255663	\$260.00
1/4/2023	Vibe Performing Arts	Educational Services	537259283	\$140.00
1/4/2023	Xtreme Fit Murrieta Inc	Educational Services	537268513	\$189.00
1/4/2023	Department of Justice	Fingerprinting	624699	\$49.00
1/4/2023	Anthem Blue Cross	Health Insurance	202212927905	\$19,789.32
1/4/2023	Guardian	Health Insurance	001Jan2023	\$4,602.28
1/4/2023	Blank Rome LLP	Legal Fees	2042587	\$656.05
1/4/2023	Blank Rome LLP	Legal Fees	2011901	\$57.50
1/4/2023	Blank Rome LLP	Legal Fees	2037045	\$16.63
1/4/2023	Blank Rome LLP	Legal Fees	2005746	\$833.75
1/4/2023	Blank Rome LLP	Legal Fees	2048503	\$86.25
1/4/2023	Blank Rome LLP	Legal Fees	2073820	\$517.50
1/4/2023	CSC	Legal Fees	81551775	\$42.00
1/4/2023	Amazon Capital Services, Inc.	Parent & Staff meeting food & supplies	1T4T-TYQW-3Q4G	\$710.44
1/4/2023	Frontier	Phone / Internet / Website Fees	001Jan2023	\$385.51
1/4/2023	Mathletic Performance	Professional Development	120922	\$1,500.00
1/4/2023	Life Storage	Rent - Facilities Lease	012Dec22#658b	\$116.50
1/4/2023	Pioneer Nashville II, LLC	Rent - Facilities Lease	01Jan23STE130	\$1,030.50
1/4/2023	NCS Pearson, Inc.	Special Education Services	20208743	\$88.53
1/4/2023	TSW Therapy, Inc.	Special Education Services	1285	\$3,475.00
1/4/2023	TSW Therapy, Inc.	Special Education Services	1286	\$1,650.00
1/4/2023	TSW Therapy, Inc.	Special Education Services	1287	\$1,602.50
1/4/2023	The Speech and Language Group, Inc	Special Education Services	44835	\$1,562.50
1/4/2023	The Speech and Language Group, Inc	Special Education Services	44866	\$1,437.50
1/4/2023	Honest Game	Technology Services & Software - Educat	20221201-115555962	\$1,925.00

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1/5/2023	Pitney Bowes Global Financial Services LLC Business Services		3105885808	\$179.29
1/5/2023	Kimberly Keeth	Educational Services	537295921	\$240.00
1/5/2023	Great American Insurance Group	General Liability Insurance	012Dec2022LU	\$2,875.00
1/5/2023	Ashly Steele	Misc. Operating Expense	10423	\$12.29
1/5/2023	CICELY MALLETT	Misc. Operating Expense	10423	\$408.22
1/5/2023	Joshua Stover	Misc. Operating Expense	10423	\$75.60
1/5/2023	Melissa Schulze	Misc. Operating Expense	10423	\$10.13
1/5/2023	Michelle Wood	Misc. Operating Expense	10423	\$891.60
1/5/2023	PATRICK NAVAS	Misc. Operating Expense	10423	\$1,151.54
1/5/2023	Regina Rivero	Misc. Operating Expense	10423	\$22.50
1/5/2023	SHAUN BUNN	Misc. Operating Expense	10423	\$104.54
1/5/2023	NCS Pearson, Inc.	Special Education Services	20200727	\$483.79
1/5/2023	T-Mobile	Technology Services & Software - Educat	001Jan2023	\$5,957.40
1/6/2023	CliftonLarsonAllen LLP	Accounting Fees / Audit	3532171	\$3,412.50
1/6/2023	BERT ESPOSITO	Misc. Operating Expense	10423	\$135.00
1/6/2023	CRISTINA PLANCHON	Misc. Operating Expense	10423	\$26.50
1/6/2023	JANELLE SAWELENKO	Misc. Operating Expense	10423	\$73.91
1/6/2023	JAVIER AGUINIGA-CAMPOS	Misc. Operating Expense	10423	\$135.00
1/6/2023	Samantha Clifford	Misc. Operating Expense	10423	\$601.56
1/6/2023	Southern California Edison	Utilities - Gas/Electric/Water	001JanSCE2023LU	\$110.43
1/6/2023	Marsh & McLennan Agency, LLC	Workers Compensation	2109198	\$2,514.50
1/9/2023	ALEXA MYSZYNSKI	Misc. Operating Expense	10423	\$23.87
1/17/2023	Jaclyn Hutchins*	Educational Services	537295908	\$420.00
1/17/2023	Melissa J. Diwa Enterprises	Educational Services	537287590	\$135.00
1/17/2023	Melissa J. Diwa Enterprises	Educational Services	537295881	\$1,681.00
1/17/2023	Knight Security & Fire Systems	Fire, Alarm & Pest control	157396	\$20.00
1/18/2023	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1V46-4NGP-DJVB	\$8.99
1/18/2023	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1YQY-PQQY-GJH4	\$7.45
1/18/2023	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	177M-L91W-7VGT	\$6.99
1/18/2023	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	177M-L91W-7VFW	\$37.19
1/18/2023	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	17KX-7F 1M-9DRG	\$11.99
1/18/2023	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1KP7-DGRJ-7KJC	\$8.79
1/18/2023	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1K9W-N3L1-9KKT	\$8.79
1/18/2023	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1GPH-MFV4-9FKQ	\$9.49
1/18/2023	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	163Q-GFQF-91V4	\$13.99

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1/18/2023	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	1YL7-T1M4-WPHL	\$41.76
1/18/2023	Demme Learning LLC	Approved Core Curriculum, Teacher Man	0803920-IN	\$87.26
1/18/2023	Demme Learning LLC	Approved Core Curriculum, Teacher Man	0804576-IN	\$225.66
1/18/2023	Demme Learning LLC	Approved Core Curriculum, Teacher Man	0804593-IN	\$225.66
1/18/2023	Mimeo.com, Inc	Approved Core Curriculum, Teacher Man	1875546	\$968.29
1/18/2023	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3949424	\$153.49
1/18/2023	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3949418	\$21.45
1/18/2023	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3949420	\$506.82
1/18/2023	Valley Office Equipment**	Copier Lease, Service, Toner & Repair	IN2212-1342	\$15.61
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1FRJ-9C6K-CPDK	\$306.30
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1CQK-VW1D-6M4X	\$30.45
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1RLD-KCG4-6RWX	\$16.14
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1YCV-T3Q4-MDPN	\$18.31
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1KKM-7PKN-JQJP	\$118.50
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	13PG-4GQ3-NJQY	\$58.91
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	134H-3PDR-1HG6	\$27.18
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1CW3-3FD7-YTJ	\$50.43
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	19TR-JKCR-1J7Y	\$337.73
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	116D-DHKW-1Q9H	\$24.96
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1MPJ-6DTQ-3Y3M	\$51.82
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1377-CCQT-1Y1K	\$4.34
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1YNP-9JXY-Y6TP	\$26.93
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1VFR-L747-CQW6	\$107.73
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1MPJ-6DTQ-7FLX	\$51.71
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1YL7-T1M4-FTKF	\$37.50
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	17VD-HP4R-K1CW	\$22.08
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1377-CCQT-KYMC	\$99.10
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1Q3W-NJLX-J1C6	\$82.52
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1MPJ-6DTQ-TRGM	\$59.49
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	19VP-KN6M-33QF	\$22.73
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1VP4-DPPF-7DWF	\$22.73
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	11QH-QTXG-3FTM	\$109.14
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	13YT-HYJ9-3WGM	\$90.82
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1Y6Y-XKTF-4Q6G	\$53.29
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1VP4-DPPF-FRGM	\$8.81

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1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1G4V-DPDX-DRYM	\$41.88
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1HK9-3RPY-F6XK	\$23.69
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1HWQ-WNDP-FJRR	\$2.93
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1HWQ-WNDP-DRJ7	\$50.14
1/18/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1X9H-4PPQ-CGQ1	\$164.15
1/18/2023	Home Science Tools	Core Teaching/Student Supplies	474119	\$93.90
1/18/2023	Rainbow Resource Center	Core Teaching/Student Supplies	3942821	\$179.26
1/18/2023	Staples Business Credit	Core Teaching/Student Supplies	7603355035-0-1	\$82.54
1/18/2023	Staples Business Credit	Core Teaching/Student Supplies	7603443897-0-1	\$78.15
1/18/2023	San Bernardino County Superintendent of	County STRS Fees	QLC-03.04-2022	\$600.00
1/18/2023	San Bernardino County Superintendent of	County STRS Fees	QLC-01-2023	\$450.00
1/18/2023	Amazing Athletes of Inland Empire	Educational Services	537295874	\$112.00
1/18/2023	American Museum of Ceramic Art	Educational Services	261	\$450.00
1/18/2023	CMMC Learning Center LLC	Educational Services	537295930	\$588.00
1/18/2023	Carole Lynne Dance Studio	Educational Services	537295889	\$430.00
1/18/2023	Cheryl McCormick	Educational Services	11	\$1,512.00
1/18/2023	EM Sports LLC	Educational Services	537295891	\$660.00
1/18/2023	EMH Sports USA, Inc	Educational Services	537295895	\$40.00
1/18/2023	Frank Velasquez	Educational Services	537295886	\$437.50
1/18/2023	Huckleberry Center for Creative Learning	Educational Services	537295900	\$207.50
1/18/2023	Iron Fist Martial Arts	Educational Services	537295915	\$130.00
1/18/2023	Lena Olson	Educational Services	1	\$375.00
1/18/2023	Loren Martinez	Educational Services	537295924	\$285.00
1/18/2023	Marie Jacklin	Educational Services	JAC121622	\$172.38
1/18/2023	Melissa Leonard	Educational Services	537295937	\$280.00
1/18/2023	Neesha N. Rahim	Educational Services	112	\$3,750.00
1/18/2023	On Pointe Productions, LLC	Educational Services	537295949	\$190.00
1/18/2023	Parnassus Preparatory Academy	Educational Services	537295954	\$3,222.83
1/18/2023	Savannah Schuster	Educational Services	11623	\$720.00
1/18/2023	Aflac	Health Insurance	202293	\$752.26
1/18/2023	Hatch & Cesario, Attorneys-at-Law	Legal Fees	14790	\$1,349.00
1/18/2023	Hatch & Cesario, Attorneys-at-Law	Legal Fees	14791	\$2,883.00
1/18/2023	Hatch & Cesario, Attorneys-at-Law	Legal Fees	14792	\$1,897.00
1/18/2023	FlipSwitch Marketing LLC	Marketing	INVM351	\$7,614.69
1/18/2023	Amazon Capital Services, Inc.	Materials & Supplies - Office	1YNP-9JXY-GNFF	\$396.30

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1/18/2023	Amazon Capital Services, Inc.	Materials & Supplies - Office	14C4-9HCM-NVVM	\$178.63
1/18/2023	Amazon Capital Services, Inc.	Materials & Supplies - Office	1TVK-XYT4-RKXL	\$187.04
1/18/2023	Meghan Freeman	Misc. Operating Expense	10423	\$121.08
1/18/2023	San Bernardino County Superintendent of	Misc. Operating Expense	20015806	\$1,002.40
1/18/2023	Charters Choice Educational Services Inc	Special Education Services	750	\$1,560.00
1/18/2023	McColgan & Associates, Inc	Special Education Services	4824	\$7,525.00
1/18/2023	McColgan & Associates, Inc	Special Education Services	4823	\$2,092.50
1/18/2023	NCS Pearson, Inc.	Special Education Services	20226827	\$401.84
1/18/2023	The Upward Bound School Inc	Special Education Services	2022-EAA-6	\$4,916.25
1/18/2023	The Upward Bound School Inc	Special Education Services	2022-EAA-7	\$1,021.25
1/18/2023	OPS	Technology Services & Software - Educat	2407	\$1,334.23
1/19/2023	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Man	11QH-QTXG-7YPY	\$36.00
1/19/2023	Curiosity Chronicles	Approved Core Curriculum, Teacher Man	448	\$80.00
1/19/2023	Hewitt Homeschooling Resources	Approved Core Curriculum, Teacher Man	108397	\$25.00
1/19/2023	Outschool, Inc.	Approved Core Curriculum, Teacher Man	12345709800	\$144.00
1/19/2023	Outschool, Inc.	Approved Core Curriculum, Teacher Man	12345709801	\$144.00
1/19/2023	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3951007	\$44.69
1/19/2023	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3951012	\$44.69
1/19/2023	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3951070	\$543.73
1/19/2023	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3951022	\$25.72
1/19/2023	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3952301	\$77.90
1/19/2023	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	3952312	\$71.20
1/19/2023	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	S253690	\$133.74
1/19/2023	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	S254598	\$258.18
1/19/2023	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	S255109	\$29.02
1/19/2023	Studies Weekly	Approved Core Curriculum, Teacher Man	468359	\$32.57
1/19/2023	Time4Learning	Approved Core Curriculum, Teacher Man	6213096	\$75.00
1/19/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1JLJ-XXVV-HCP7	\$37.70
1/19/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1TQW-L4HR-HVGP	\$28.64
1/19/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1J3Y-W6FN-TJM1	\$18.31
1/19/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1HK9-3RPY-TCDQ	\$18.48
1/19/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	13NJ-9YT6-LG97	\$36.79
1/19/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	17PD-9763-T4C4	\$18.31
1/19/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	14D4-MKQ6-R761	\$15.83
1/19/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1TGF-YNXP-YK79	\$53.85

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1/19/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1G3D-RPXG-TRKG	\$18.48
1/19/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1Q6H-CF6V-1TTD	\$21.31
1/19/2023	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1CQ4-6DLH-TJRK	\$18.48
1/19/2023	Little Passports, Inc	Core Teaching/Student Supplies	IN-0000992672	\$167.77
1/19/2023	Little Passports, Inc	Core Teaching/Student Supplies	IN-0000992671	\$167.77
1/19/2023	Little Passports, Inc	Core Teaching/Student Supplies	IN-0000994728	\$180.70
1/19/2023	MoxieBox Art Inc.	Core Teaching/Student Supplies	9496	\$190.97
1/19/2023	Rainbow Resource Center	Core Teaching/Student Supplies	3952305	\$93.93
1/19/2023	Ashley Patterson	Educational Services	PAT010423	\$121.00
1/19/2023	Victoria Kohfeld	Educational Services	KOH010423	\$568.13
1/19/2023	AGiRepair, Inc.	Technology Services & Software - Educat	48836	\$99.00
1/24/2023	GL Travel	Educational Services	119202302	\$1,043.00
1/24/2023	GL Travel	Educational Services	927202201	\$2,086.00
1/25/2023	Kaiser Foundation Health Plan	Health Insurance	483937618806	\$27,814.25
1/26/2023	SBCSS	STRS	001JanSTRS2023	\$127,022.91
1/31/2023	Frontier	Phone / Internet / Website Fees	002Feb2023	\$386.51
1/31/2023	Denni Christopherson	Professional Development	521	\$250.00

Elite Academic Academy - Instructional Service Community Partner - January 2023

<u>Partner Name</u>	<u>Description of Services</u>	<u>Link to EAA VCI 2022-2023 Applications</u>
Laura George	Marine biology and High School Biology Lab	Laura George EAA VCI 22-23 Application
ATC Martial Arts	Martial Arts, Gymnastics, Tutoring Enrichment Classes	ATC Martial Arts EAA VCI 22-23 Application
Camanelli Skate School	Group and private skateboarding lessons	Camanelli Skate School EAA VCI 22-23 Application
FitSport Kinetics	Youth and Prep athletic training, including speed & agility training, weightlifting, softball & baseball clinics	FitSport Kinetics EAA VCI 22-23 Application
Sylvan Learning Center (Lancaster)	Tutoring PreK-12th grade (Math, Reading, Writing, Homework Help)	Sylvan Learning Center (Lancaster) EAA VCI 22-23 Application
Rockstars of Tomorrow	Music Lessons	Rockstars of Tomorrow EAA VCI 22-23 Application
Fight Sports Club	Enrichment programs in martial arts and fitness	Fight Sports Club EAA VCI 22-23 Application
Shanelle Gray Studios	Performing Arts and Acting School	Shanelle Gray Studios EAA VCI 22-23 Application
Playground Players Productions	Music, dance, theater classes, including private voice/piano/acting lessons	Playground Players Productions EAA VCI 22-23 Application
Portal Languages-San Diego	Languages private classes/Languages group classes	Portal Languages-San Diego EAA VCI 22-23 Application
Driven Tutoring	Online tutoring: academic support K-6th	Driven Tutoring EAA VCI 22-23 Application
Phoenix Sports, Inc	Youth sports, soccer, baseball, basketball (ages 2-11)	Phoenix Sports, Inc EAA VCI 22-23 Application
PMA of Encinitas LLC	Martial Arts Classes by age groups (3-4 yrs, 5-7 yrs, 8-12 yrs, teens)	PMA of Encinitas LLC EAA VCI 22-23 Application
Mathnasium of Northwood	Math tutoring only	Mathnasium of Northwood EAA VCI 22-23 Application
Code Ninjas Miramesa	Coding and STEM program for kids	Code Ninjas Miramesa EAA VCI 22-23 Application

Elite Academic Academy - Educational Material Partners - January 2023

<u>Partner Name</u>	<u>Product Description</u>	<u>Link to EAA EMR 2022-2023 Applications</u>
Skinit Acquisition LLC	Decals and phone cases	Skinit Acquisition LLC EAA EMR 22-23 Application
Guest Hollow, LLC	Curriculum, worksheets, books, etc.	Guest Hollow, LLC EAA EMR 22-23 Application



Associated Student Body (ASB) Advisor Stipend - Job Description

Position Title:	Associated Student Body (ASB) Advisor
Reports To:	Chief Student Development Officer, or designee
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Stipend \$5,000 per semester
Work Schedule:	12 months
Location:	Remote Office (Travel Required)

Job Description: *This is not a stand-alone job description, but a rider to our teaching and/or various exceptional education job descriptions. This payscale supersedes the teaching, or other certificated, position. The ASB advisor will be responsible for teaching the ASB club and creating a positive student climate on campus by empowering student leaders and connecting students through activities.*

General Duties:

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

- Recruit, train, and empower student leaders.
- Build student connection and involvement through pep rallies, assemblies, dances, homecoming, prom, and other student events.
- Create and Uphold the EAAASB constitution.
- Support in the student and staff recognition events and activities.
- Help to Create school wide community service events.
- Collaborate with and support school administration for Kick Off and Open House events.
- Create student activities to support culture.
- Teach and inspire students to become effective communicators, thinkers, and achievers.
- Utilize effective organizational skills to set priorities and attainable goals at home and at school, and assist students on becoming academically prepared for college.

SMART Goals:

- Fulfill school-wide and individual LCAP/SMART goals.

Desired Qualifications:

- ASB Advisor experience preferred
 - Leadership Experience
 - Bachelor's Degree Preferred
-

Employee Acknowledgement:

Employee Signature

Printed Name

Date



Instructional Support Tutor

Job Description

Position Title:	Instructional Support Tutor
Reports To:	Director of Program or Designee
FLSA Status:	Non-Exempt
School Classification:	Classified
Pay Range:	\$25-\$30/hour, depending on experience
Work Schedule:	Year-Round Program/Hours vary
Location:	Remote

Position Summary: *The Temporary Instructional Support Tutor supports the staff by completing various duties outlined in this job description to support learning within Elite's MTSS framework. As determined by identified student needs, this individual will be assigned to work with multiple small groups of students. Ongoing professional development will be an integral part of this position.*

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

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Provide instructional lessons to reach achievement goals for individual students and targeted student groups in collaboration with Teacher of Record and Curriculum Coordinator.
- Become knowledgeable of teaching methods and materials to support early literacy development.
- Prepare instructional materials; performs designated literacy lessons with students; uses supplementary learning materials as needed.
- Administer assessment tools to assess student abilities related to desired educational goals, objectives, and outcomes; assists in assessing and evaluating student achievement.
- Maintain accurate records of student data.
- Follow instructional schedule developed by personnel working with tutor.
- Participate in all required training sessions.
- Assume responsibility for small learning groups of children.
- Assist in the maintenance/preparation of instructional materials.
- Carry out tasks assigned by the Director of Assessment and Accountability or designee.

Other Duties

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

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

- Effective written and oral communication form.
- Develop and maintain effective working relationships.
- Display sensitivity, tact and responsiveness in various situations and needs.
- Handle public contact and relations effectively.
- Plan and implement short and long range activities.
- Analyze and resolve problems.
- Creative and able to work independently and coordinate with others.
- Maintain accurate and orderly records.
- Ability to work collaboratively with a team.
- Maintain 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 Google Suite, Zoom web conferencing tools, and other tools as used by the school. The employee is expected to acquire and maintain a working computer with an internet connection.

Physical Demands:

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

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

Work Environment:

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

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

Hazards:

- Contact with dissatisfied individuals

Employee Acknowledgement:

Employee Signature

Printed Name

Date



Marketing Coordinator Job Description

Position Title:	Marketing Coordinator
Reports To:	Chief Student Development Officer
FLSA Classification:	Non-Exempt
Pay Range:	Based on Experience
Classification:	Certificated
Months:	12 months

Position Summary: *Marketing Coordinator is a contract role to support existing marketing projects, while assisting with the development of new initiatives aligned with organizational goals. The position will partner with Marketing's educational partners and team members to support a wide range of functions, including communications, branding, project management, digital marketing, and social media. The marketing coordinator must be an organized multitasker able to handle many diverse projects at once and meet tight deadlines.*

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Manage and develop a wide range of marketing projects that directly impact academies, including website, videography, photography, print media, and swag.
- Manage social media through various channels including drafting content, updating graphics in Canva, and publishing posts.
- Collaborate and oversee contracted service providers to ensure high quality marketing campaigns.
- Work directly with community relations to purchase marketing and promotional materials for the organization.
- Connect personally with parents, students, community partners, and local school districts to help promote current events, programs and initiatives.
- Pull data, update trackers, perform analysis, and provide recommendations on marketing campaigns.
- Perform research for various projects and collect data, as needed.

- Develop exciting new marketing initiatives that will help promote our school.
- Collaborate with the CTE Marketing Pathway and continue to offer engaging opportunities for students in the marketing field
- Collaborate with CTE Marketing classes and/or the CTE Marketing teacher to ensure alignment of these courses with the overall marketing vision of Elite.
- Support Operations to ensure a high quality on-boarding experience.
- Various administrative tasks and additional responsibilities as assigned.

Requirements:

- DOJ Fingerprint Clearance
- Valid CA Driver's License
- CTE or Teaching Credential
- Administrative Credential-Preferred

Experience:

- Educational Marketing Preferred
- Social Media Administrative Experience
- Word, Excel, Adobe Proficient
- CANVA or Digital Design Experience
- Bachelor's Degree Preferred

Use of Computer Technology:

To perform this job successfully, an individual should have general knowledge of various software, how to use the internet to find information and complete tasks, email usage, spreadsheet software, and word processing software. The Community and Marketing Coordinator 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 25 pounds.
- Close vision and ability to adjust focus.

Work Environment:

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

- Noise level is generally moderate
- Work performed 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



Office Manager Job Description

Job Title: Office Manager
Department: All Departments
Reports To: Department Director (or designee)
FLSA Classification: Non-Exempt
Classification: Classified
Pay Range: \$65,000 - \$75,000 annually
Location: Onsite Office (Temecula)

Position Summary: *The Office Manager position is responsible for overseeing the physical office, and assisting with all departments that utilize the Elite Academic Academy Offices; this includes, but is not limited to, the following departments: Community Relations, Business, Operations, IT, HR, SPED, etc. This position....*

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 managerial 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.

General skills:

- Team player.
- Love of learning – a lifelong learner.
- Flexibility and adaptability..
- Well developed, clear communication and interpersonal skills that maintain a respectful, professional and courteous manner.
- Able to communicate effectively and regularly with the department head(s) regarding questions and concerns.

- Organized.
- Conflict resolution skills.
- Openness to differing views and objectives.
- Computer and technology literacy:
 - Operate office equipment including a calculator, copier, fax machine, computer and assigned software.
 - Knowledge and experience using Google docs, Google spreadsheets and other online collaboration tools to send and receive information.
 - Methods of collecting and organizing data and information.
 - Basic database skills.
- Willingness to research and become knowledgeable of curriculum and educational resources.
- Record-keeping techniques.
- Methods of collecting and organizing data and information.
- Basic arithmetic calculations with speed and accuracy.
- Maintain confidentiality of sensitive and privileged information.
- Knowledge of applicable laws, codes, regulations, policies and procedures.
- Determine appropriate action within clearly defined guidelines.
- Work independently with little direction.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Office Manager Responsibilities:

- Answers phones in the office.
- Files documents.
- Prepares for audits.
- Support Community Relations as needed.
- Support Operations/Enrollment as needed.
- Support Business as needed.
- Support HR as needed.
- Support IT as needed.
- Support SPED as needed.
- Provide Vendor Support assistance, when needed.
- Helps secure conference rooms for meetings.
- Bring in snacks/beverages if needed for these meetings and help set up/break down meetings.
- Represents the school at vendor and community events as needed.
- Order office supplies as necessary.
- Create systems and flow to how we do things.
- Generate folders and files with useful information to train new hires.
- Think through the different policies to enhance the department.
- Organize office new staff
- Assist with the preparation and execution of graduation.
- Receives and sorts incoming mail/packages/etc.

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.

- 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.
- Record-keeping and report preparation techniques.
- Communicate clearly in a timely manner, both orally and in writing.
- Foster teamwork in a collaborative work environment.
- Use technology in an effective manner for teaching, communicating, analyzing, and reporting.
- Maintain professional, cordial relationships with students, parents, and staff.
- Use professional 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.
- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Complete work with many interruptions.
- Meet schedules and timelines.
- Maintain confidentiality of sensitive and privileged information.
- Operate a variety of office equipment including a computer and assigned software.
- Complete work with many interruptions.

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.

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

Employee Acknowledgement:

Employee Signature

Printed Name

Date



December 6, 2022

[Redacted]

Re: 22/23 Contract Addendum for ASB Advisor Stipend

Effective January 23, 2023, your 22/23 contract will be amended to also include an Associated Student Body (ASB) Advisor Stipend (please see the attached job description). The ASB Advisor Stipend is \$5,000/semester and will be paid as follows: \$1,000 a month for 5 months (February, March, April, May, and June of 2023).

All other elements of your 22/23 contract (attached), including your Teacher of Record job description, staffing calendar, and any health and welfare benefits, remain in full effect and are not changed based on this addendum.

Please contact Tracy Hasper, in Human Resources, if you have any questions or concerns.

DocuSigned by:

12/7/2022

A4137E406BE5494

Meghan Freeman
Chief Executive Officer

[Redacted]

12/7/2022

Teacher of Record - Homeschool



Associated Student Body (ASB) Advisor Stipend - Job Description

Position Title:	Associated Student Body (ASB) Advisor
Reports To:	Chief Student Development Officer, or designee
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Stipend \$5,000 per semester
Work Schedule:	12 months
Location:	Remote Office (Travel Required)

Job Description: *This is not a stand-alone job description, but a rider to our teaching and/or various exceptional education job descriptions. This payscale supersedes the teaching, or other certificated, position. The ASB advisor will be responsible for teaching the ASB club and creating a positive student climate on campus by empowering student leaders and connecting students through activities.*

General Duties:

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

- Recruit, train, and empower student leaders.
- Build student connection and involvement through pep rallies, assemblies, dances, homecoming, prom, and other student events.
- Create and Uphold the EAA ASB constitution.
- Support in the student and staff recognition events and activities.
- Help to Create school wide community service events.
- Collaborate with and support school administration for Kick Off and Open House events.
- Create student activities to support culture.
- Teach and inspire students to become effective communicators, thinkers, and achievers.
- Utilize effective organizational skills to set priorities and attainable goals at home and at school, and assist students on becoming academically prepared for college.

SMART Goals:

- Fulfill school-wide and individual LCAP/SMART goals.

Desired Qualifications:

- ASB Advisor experience preferred
- Leadership Experience

- Bachelor's Degree Preferred

Employee Acknowledgement:

[Redacted]

[Redacted]

12/7/2022

Printed Name

Date



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

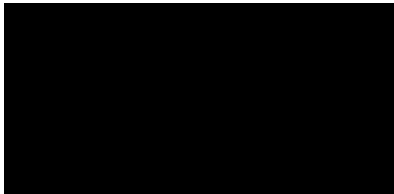
and

Name: [REDACTED]

in the position of

Title: Teacher of Record - Homeschool

July 25, 2022



We are pleased to offer you the position of full-time exempt Teacher of Record - Homeschool with Elite Academic Academy - Lucerne (the "School") commencing August 8, 2022, including 2 Professional Development days (August 18 and 19, 2022). We are delighted you chose to join the team and are confident you will enjoy it here. The purpose of this letter is to summarize the terms of your employment with the School as set forth in this At-Will Employment Agreement (the "Agreement"), should you accept our offer. This offer of employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks.

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

1. Job Duties. Your job duties are detailed in the attached job description (Exhibit A) and you will report to the Director of Homeschool, or designee.
2. At-Will 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.

3. Work Hours. 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.

4. Compensation. Due to funding uncertainties generally, and more specifically associated with the School’s required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum salary of \$73,365 (or \$6,669.55 per month, for 11 months - August 2022 through June 2023), less applicable withholdings, for **201 days** of work (\$365/day) (see calendar attached) including 2 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 \$150.00 a month for travel and mileage (in lieu of mileage reimbursement), as well as a \$125.00 monthly stipend in honor of your Masters degree. 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, your performance and the School’s overall performance during the calendar year.

5. Benefits. You will be eligible for all benefits as generally offered to similarly situated employees of the School, including contributions to California State Teachers Retirement System, as further described in our Employee Handbook. The School also offers Health and Welfare benefits, after one month of employment, 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. For more information, please see the plan benefits.

6. Arbitration. It is a condition of your employment that you review 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.

7. Confidentiality. Because of the nature of our work and the highly confidential information we provide to our employees, you will be required to execute a Confidentiality and Non-Disclosure agreement (attached), which will remain in full force and effect after your employment.

8. Equal Employment Opportunity. 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, 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.

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

10. Organization Policies. If you accept this offer and begin employment, on your first day of employment, you will be given additional information about the School, including but not limited to its Employee Handbook and other policies and procedures


11. Entire Agreement. This Agreement and its Exhibit A, and accompanying attachments, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This Agreement may be amended only by a writing signed by both yourself and the CEO of the School. To the extent this Agreement or its attachments conflict with our Employee Handbook or any other policy or procedure, this Agreement or its attachments, as the case may be, shall control.

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

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

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

Sincerely,

DocuSigned by:

Meghan Freeman
CEO

Date: 7/25/2022

AGREED TO AND ACCEPTED BY:

[Redacted Signature]

Date: 7/26/2022



Teacher of Record - Homeschool

Job Description

Position Title:	Teacher of Record - Homeschool
Reports To:	Director of Homeschool (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000 annually
Work Schedule:	186-221 days
Location:	Remote Office

Position Summary:

Teachers of Record - Homeschool 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. Teachers of Record - Homeschool are required to participate in all staff meetings and trainings. Teachers of Record - Homeschool are expected to uphold the school's mission and shared values, philosophy, and policies and procedures. Teachers of Record - Homeschool must carry and maintain a valid California teaching credential. Teachers of Record - Homeschool must meet with K-8 students at least once every 35 days but communicate weekly. High School students will be supported weekly. Teachers of Record - Homeschool 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

*Teacher of Record - Homeschool Job Description
Board Approved Nov. 04, 2021*

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 Teacher of Record - Homeschool's goal is to ensure the academic success of each student on their roster.
- Teachers of Record - Homeschool 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 Teachers of Record - Homeschool assist families in the development and execution of the goals.
- Teachers of Record - Homeschool 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.
- Teachers of Record - Homeschool 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.
- Maintain daily communication through live and synchronous sessions with students and parents/guardians through online platform, email, and telephone communication.
- 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.
- Responsible for synchronous and live sessions to support increased student engagement and grade level mastery.
- 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 i-Ready assessment, easyCBM, etc.
- 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 Teacher of Record - Homeschool 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 Teacher of Record - Homeschool 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 Teacher of Record - Homeschool 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:

[Redacted Signature]

Employee Signature

[Redacted Name]

Printed Name

7/26/2022

Date



MUTUAL AGREEMENT TO ARBITRATE DISPUTES

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

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

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

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

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

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

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

COMPANY:

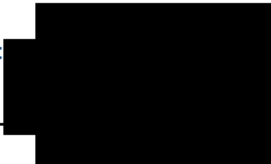
DocuSigned by:

EMPLOYEE:

By:



By:



Its: Chief Executive Officer

7/25/2022

7/26/2022

DATED:

DATED:



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: 7/26/2022



Date: 7/25/2022

DocuSigned by:

By: A4137E406BF5494
Its: Chief Executive Officer

EAA 2022/2023 Staffing Calendar – 201 Day (12 month) Employees (New Hire)

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		1	2	3	4	5	6			1	2	3	4	5	6	7	8	9	10	11	12	13		7/1	First Day of School (Year-Round)			
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		7/4	Independence Day Holiday	
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27		8/8	Contract Start Date	
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	25	26	27	28	29	30	31		8/29	First Day of School (Traditional)				
24	25	26	27	28	29	30	28	29	30	31	25	26	27	28	29	30	16	17	18	19	20	21	22	23	24	25	26	27	28	29		9/5	Labor Day Holiday	
31																														11/11	Veteran's Day Holiday			
																														11/21 - 11/25	Thanksgiving Break			
																														12/19 - 1/6	Winter Break			
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			1	2	3	4	5	6	7	1	2	3	4	5	6	7			1	2	3	4	5	6	7		1/16	MLK Day Holiday
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11		2/17 - 2/20	Presidents' Day Weekend				
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18		3/13 - 3/17	Spring Break				
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25		5/29	Memorial Day				
27	28	29	30				25	26	27	28	29	30	31	29	30	31	26	27	28		6/13	Last Day of School - Traditional												
																				6/14	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							
		1	2	3	4	5			1	2	3	4	5	6	7	1	2	3	4	5	6	7			1	2	3	4	5	6	7		Contract Start and End Dates	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10		First & Last Day(s) of School					
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17		Paid Holidays (FT)					
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24		New Hire Orientation and PD (8/8-8/12)					
26	27	28	29	30	31	23	24	25	26	27	28	29	28	29	30	31	25	26	27	28	29	30		Paid Flex (Non-school/contract) Days (FT)										
																											All Staff Professional Development Days							
																											Track A TOR/CT PD							



Pending Board Approval



26/2022

Elite Academic Academy 2022/2023 Staffing Calendar - Payroll

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	1	2	3	4	5	6	1	2	3									1	2	3	4	5	6	7	8	7/4	Independence Day Holiday					
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10					2	9	10	11	12	13	14	15	9/5	Labor Day Holiday				
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17					3	16	17	18	19	20	21	22	11/11	Veteran's Day Holiday				
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24					4	23	24	25	26	27	28	29	11/21 - 11/25	Thanksgiving Break				
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30							30	31						12/19 - 1/6	Winter Break				
31																																1/16	MLK Day Holiday					
NOVEMBER							DECEMBER							JANUARY							FEBRUARY							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	4	5					1	2	3																							2/17 - 2/20	Presidents' Day Weekend
6	7	8	9	10	11	12																														3/13 - 3/17	Spring Break	
13	14	15	16	17	18	19																														5/29	Memorial Day Holiday	
20	21	22	23	24	25	26																																
27	28	29	30																																			
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											
				1	2	3	4						1																								Semi-Monthly Payroll	
5	6	7	8	9	10	11																															Monthly/Semi-Monthly Payroll	
12	13	14	15	16	17	18																															Holidays	
19	20	21	22	23	24	25																																
26	27	28	29	30	31																																	



Board Approved March 03, 2022



/26/2022



Temporary Contract Addendum

November 29, 2022

Re: Temporary Community Relations Clerk Position – [REDACTED]

Your temporary contract (attached) with Elite Academic Academy - Lucerne, will be extended (by virtue of this contract addendum) to now include an end date of February 28, 2023.

Please let us know if you have any questions or concerns.

DocuSigned by:

12/1/2022

Meghan Freeman
CEO

12/1/2022

Temp Community Relations Clerk



Date of Offer: May 18, 2022

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 - Lucerne (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 - Lucerne and [REDACTED] (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 1, 2022, and continue until December 31, 2022.
- This offer of employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States [I-9].
- 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 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 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:
Meghan Freeman 5/19/2022
A4137E406BF5494...
Meghan Freeman -CEO Date

AGREED TO AND ACCEPTED BY:

 5/19/2022
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 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:

[Redacted]

[Redacted]

5/19/2022

Printed Name

Date



MUTUAL AGREEMENT TO ARBITRATE DISPUTES

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

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

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

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

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

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

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

COMPANY: DocuSigned by:
MEGHAN FREEMAN
By: _____
Its: Chief Executive Officer

EMPLOYEE: [REDACTED]
By: _____

DATED: 5/19/2022

DATED: 5/19/2022



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

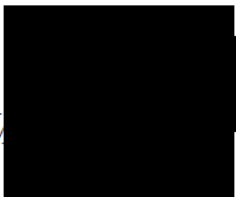
Employee further agrees that signing this Agreement is a condition of his/her employment with the School and payment therefore, which he/she understood before accepting employment with the School.

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

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

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

Date: 5/19/2022

NAME 

Date: 5/19/2022

By: 
Its: Chief Executive Officer



NOTICE TO EMPLOYEE AS TO CHANGE IN RELATIONSHIP
(Issued pursuant to provisions of Section 1089 of the
California Unemployment Insurance Code)

Date: December 7, 2022

Re: [REDACTED]

Effective January 1, 2023, your full-time employment position with Elite Academic Academy - Lucerne will be changed from **Content Teacher/Compliance Liaison** to **Credit Recovery/Acceleration Coordinator**, as outlined in the attached job description; and you will report to the Chief Academic Innovations Officer, or designee

Your 22/23 staffing calendar will be changed from 221 days to 228 days (please see the attached calendar).

Your new annual salary will be \$105,000; therefore your monthly salary will increase from \$6,722.08 to \$8,750.00.

All other elements of your original contract, including your stipends, health and welfare benefits, etc. remain in full effect and are not changed based on this addendum.

Please contact Tracy Hasper, in Human Resources, if you have any questions or concerns.

DocuSigned by:

12/7/2022

Meghan Freeman
CEO

12/7/2022

on Coordinator



Credit Recovery/Acceleration Coordinator

Job Description

Position Title:	Credit Recovery/Acceleration Coordinator
Reports To:	Chief Academic Innovations Officer (or designee)
FLSA Status:	Exempt
School Classification:	Certificated Administration
Pay Range:	Based on experience and student enrollment
Work Schedule:	12 months
Location:	Onsite/Remote Office

Position Summary: *To serve under the Governing Board, and the Chief Executive Officer or designee, as Credit Recovery/Acceleration Coordinator. Serves as the educational leader and administrator of Elite's Credit Recovery/Advancement program; responsible for the planning, organizing, implementation, and evaluation of all of the programs including Credit Recovery/Acceleration and Peak Performance.*

Qualifications:

- BA or BS required advanced degree preferred.
- Professional Clear CA Credential (Multiple or Single Subject), Administrative credential preferred.
- 5 or more years of teaching experience with progressively increasing levels of responsibility in leadership/mentoring – work experience in a non-education context will also be considered.
- A minimum of seven years of teaching/administration is strongly preferred.
- Strong administrative/organizational/time-management skills are required with a demonstrated capacity to multitask/prioritize and work independently with limited direction.
- 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.

*Credit Recovery/Acceleration Coordinator Job Description
Board Approved 10/06/2022*

ESSENTIAL DUTIES and RESPONSIBILITIES

- Responsible for planning, coordinating, and administering the program, preparing appropriate reports, and providing support for the program and staff.
- Participates in the development and implementation of goals, objectives, policies, and priorities for the program; identifies resource needs; recommends and implements policies and procedures to ensure a successful program implementation.
- Develops and implements effective publicity and information regarding the program.
- Provides projected staffing needs to HR and assists in the hiring of temporary staff.
- Provides professional learning to staff before and during program implementation.
- Identifies and recruits students eligible for participation in the program.
- Works with Community Members and schools to advertise program.
- Implements and monitors the effectiveness of the curriculum.
- Creates a budget and monitors expenses as they relate to the program, as well as coordinates the ordering of supplies and teaching materials.
- Works with the Educational Leadership team in the development of the course and live session master schedule.
- Meet with parents to handle concerns and complaints.
- Coordinates with vendors and community partners to plan various events.

General Expectations:

- Encourage and support all Elite Academic Staff.
- Attend various meetings
- Meet established deadlines.
- Follow all protocols and policies.
- Follow legal mandates relative to mandated reporting.
- Participate in marketing events and/or additional activities held by the school such as graduation ceremonies.

Other Duties:

- 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 essential functions.

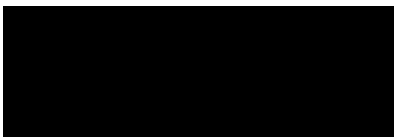
- Hearing and speaking to exchange information.
- Dexterity of hands and fingers to demonstrate activities.
- Operates a computer and other office productivity machinery.
- Seeing to read a variety of materials and monitor students.
- Bending at the waist, kneeling, or crouching.
- Sitting or standing 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 essential functions.

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

Employee Acknowledgement:





Printed Name

12/7/2022

Date

EAA 2022/2023 Staffing Calendar - 228 (12 month - Director) Employee

JULY							AUGUST							SEPTEMBER							OCTOBER							
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	1	2	3	4	5	6	1	2	3				1							1		
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	3	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	4	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29	
31																					30	31						

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	10					1	2	3	13	1	2	3	4	5	6	7					1	2	3	4
6	7	8	9	10	11	12	11	4	5	6	7	8	9	10	14	8	9	10	11	12	13	14	16	5	6	7	8	9	10	11	
13	14	15	16	17	18	19	12	11	12	13	14	15	16	17	15	15	16	17	18	19	20	21	17	12	13	14	15	16	17	18	
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	1	19	20	21	22	23	24	25			
27	28	29	30				25	26	27	28	29	30	31	29	30	31					26	27	28								

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	6						1	9	1	2	3	4	5	6	14					1	2	3	
5	6	7	8	9	10	11	7	2	3	4	5	6	7	8	10	7	8	9	10	11	12	13	15	4	5	6	7	8	9	10
12	13	14	15	16	17	18	9	10	11	12	13	14	15	11	14	15	16	17	18	19	20	16	11	12	13	14	15	16	17	
19	20	21	22	23	24	25	8	16	17	18	19	20	21	22	12	21	22	23	24	25	26	27	17	18	19	20	21	22	23	24
26	27	28	29	30	31		23	24	25	26	27	28	29	13	28	29	30	31				25	26	27	28	29	30			

Important Dates	
7/1	Contract Start Date
7/1	First Day of School (Year-Round)
7/4	Independence Day Holiday
8/29	First Day of School (Traditional)
9/5	Labor Day Holiday
11/11	Veteran's Day Holiday
11/21 - 11/25	Thanksgiving Break
12/19 - 1/6	Winter Break
1/16	MLK Day Holiday
2/17 - 2/20	Presidents' Day Weekend
3/13 - 3/17	Spring Break
5/29	Memorial Day
6/13	Last Day of School - Traditional
6/14	Last Day of School - Year Round
6/30	Contract End Date

Key	
	Contract Start and End Dates
	First & Last Day of School
	Paid Holidays (FT)
	Paid Flex (Non-school/contract) Days (FT)
	Professional Development Days



Board Approved March 03, 2022



2/7/2022



August 9, 2022

[REDACTED]

Re: 22/23 Contract Addendum for Moonshot/CEO Think Tank Stipend

Effective immediately, your 22/23 contract (attached) will be amended to also include a \$2,000 annual stipend (to be paid as follows: \$1,000 in December 2022, and \$1,000 in June 2023) in honor of your participation in the CEO Think Tank.

All other elements of your contract (attached), including your job description, staffing calendar, and any health and welfare benefits, remain in full effect and are not changed based on this addendum.

Please contact Tracy Hasper, in Human Resources, if you have any questions or concerns.

DocuSigned by:

A handwritten signature in blue ink, appearing to read "Meghan Freeman", is positioned above a horizontal line.

A4137F406BE5494

Meghan Freeman
Chief Executive Officer

[REDACTED]

Content Teacher/Compliance Liaison



Moonshot Stipend - Job Description

Position Title: Moonshot/CEO Think Tank Stipend
Department: Certificated/Classified Staff
Reports To: CEO (or Designee)
FLSA Classification: Exempt
Stipend: \$2,000 annually (two times Dec/June)
Classification: Certificated or Classified
School Calendar Days: 12 month Calendar

Job Description: *This is not a stand-alone job description, but a rider to our other Elite job descriptions. This payscale supersedes the employee's position. This is for participation and execution of the CEO Think Tank Moonshot initiatives. Meetings may need to be held outside of your 40 hour work week to complete these projects. Employees need to be willing to travel, collaborate, innovate and work to create targeted solutions to problems discovered in the organization.*

Employee Acknowledgement:

[Redacted Signature]

[Redacted Name]

8/9/2022

Printed Name

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, 2022

Re: [REDACTED]

Effective as of July 1, 2022, your full-time employment position with Elite Academic Academy - Lucerne will be changed from Teacher of Record - Flex/Compliance Liaison to Content Teacher (50%)/Compliance Liaison (50%). Please see the attached contract, job descriptions, and accompanying documents.

Please contact Tracy Hasper, in Human Resources, if you have any questions or concerns.

DocuSigned by:

A4137E406BF5494...

Meghan Freeman
CEO

[REDACTED]

Content Teacher (50%)/Compliance Liaison (50%)



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

and

Name: [REDACTED]

in the position of

Title: Content Teacher (50%)/Compliance Liaison (50%)

June 1, 2022

[REDACTED]
[REDACTED]
[REDACTED]

Dear [REDACTED]

We are pleased to offer you the position of **full-time exempt Content Teacher (50%)/Compliance Liaison (50%)** with Elite Academic Academy - Lucerne (the "School") commencing July 1, 2022 and including 2 Professional Development days (August 18 and 19, 2022). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The purpose of this letter is to summarize the terms of your employment with the School as set forth in this At-Will Employment Agreement (the "Agreement"), should you accept our offer. This offer of employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks.

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

1. **Job Duties.** Your job duties are detailed in the attached job descriptions (Exhibit A) and you will report to the Chief Academic Innovations Officer, and/or designee.
2. **At-Will 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.

3. Work Hours. 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.

4. Compensation. Due to funding uncertainties generally, and more specifically associated with the School’s required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum annual salary of \$80,665 (or \$6,722.08 per month) less applicable withholdings, for 221 days of work (\$365/day) (see calendar attached) including 2 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 \$150.00 a month for travel and mileage (in lieu of mileage reimbursement), along with a \$125.00 monthly stipend in honor of your Masters degree. 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, your performance and the School’s overall performance during the calendar year.

5. Benefits. You will be eligible for all benefits as generally offered to similarly situated employees of the School, including contributions to California State Teachers Retirement System, as further described in our Employee Handbook. The School also offers Health and Welfare benefits, after one month of employment, 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. For more information, please see the plan benefits.

6. Arbitration. It is a condition of your employment that you review 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.

7. Confidentiality. Because of the nature of our work and the highly confidential information we provide to our employees, you will be required to execute a Confidentiality and Non-Disclosure agreement (attached), which will remain in full force and effect after your employment.

8. Equal Employment Opportunity. 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, 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.

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

10. Organization Policies. If you accept this offer and begin employment, on your first day of employment, you will be given additional information about the School, including but not limited to its Employee Handbook and other policies and procedures

11. Entire Agreement. This Agreement and its Exhibit A, and accompanying attachments, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This Agreement may be amended only by a writing signed by both yourself and the CEO of the School. To the extent this Agreement or its attachments conflict with our Employee Handbook or any other policy or procedure, this Agreement or its attachments, as the case may be, shall control.

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

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

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


Sincerely,

DocuSigned by:


Meghan Freeman
CEO

Date: 6/3/2022

AGREED TO AND ACCEPTED BY:

Employee: 

Signature:  Date: 6/3/2022



Content Teacher Job Description

Job Title:	Content Teacher
Department:	Credentialed Teacher
Reports To:	Director of designated Academy (or Academic Administrator)
FLSA Status:	Non-Exempt (for Part-Time hourly)/Exempt (for Full-Time salary)
Job Classification:	Certificated Part-Time or Full-Time
Pay Range:	Hourly for Part-Time/Salary for Full-Time (rates depending on experience)
Position Location:	Remote Office

Position Summary:

The Content Teacher is responsible for overseeing subject-specific online courses. The Content Teacher hosts weekly live sessions that engage students to achieve content mastery. The Content Teacher reviews and sets up their course according to guidelines provided, and their knowledge of content/grade level standards. The Content Teacher ensures that there is adequate rigor and makes modifications to curriculum as needed, provides students with timely feedback on submitted work, reviews completed coursework, and makes final grade determination. As needed, the Content Teacher creates personalized pacing guides including due dates and assignments for the course for the parent and Teacher of Record to utilize. In addition, the Content Teacher will ensure academic success of the students in their courses through consistent and clear communication, Live Sessions for student participation. The Content Teacher holds office hours for small groups and/or 1-1 tutoring opportunities for Elite students. The Content Teacher responds to students within 24 hours of receipt of message, and communicates to Elite Educator any concerns regarding the successful completion of a course. The Content Teacher will also sit in on parent/student meetings with the Teacher of Record and/or Administrator to devise a success plan for the student, give specific information to the SPED department or Student Support Team as applicable.

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

Content Teacher Job Description
Board Approved Nov. 04, 2021

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

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:

Content Teacher:

- Initial setup and preparation of their courses, including due dates, syllabus, grading scale, and content review.
- Develop and deliver weekly live sessions that help students develop content mastery, and take attendance at live sessions for compliance purposes.

*Content Teacher Job Description
Board Approved Nov. 04, 2021*

- 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 make final grade determination.
- Update course as necessary.

Personalized Courses:

- Provide parents/students with standards, syllabus, and contact information.
- 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 student to utilize. This pacing guide will include due dates for assignments.
- Content Teacher gworks with academic supervisors for final approval on personalized courses.
- Review completed coursework and make final grade determination.

Education:

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

Experience:

Two (2) years directly related experience.

Use of Computer Technology:

To perform this job successfully, an individual should have general knowledge of database software, how to use the internet to find information and complete tasks, email usage, order processing systems, spreadsheet software, Learning Management Systems, and word processing software.

The Content Teacher is expected to maintain a school issued working computer with an internet connection and a printer.

Physical Demands:

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

Work Environment:

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

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

Employee Acknowledgement:



6/3/2022

Printed Name

Date



Compliance Liaison

Job Description

Position Title:	Compliance Liaison
Reports To:	Compliance Lead (or designee)
FLSA Status:	Exempt
School Classification:	Certificated Administration
Pay Range:	Based upon experience & student enrollment
Work Schedule:	186-221 days
Location:	Remote

Position Summary: *The Compliance Liaison assists with the responsibility of operational functions of the Charter's compliance program.*

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.

- BA or BS required, advanced degree preferred.
- A valid, current, and appropriate California state school administrator or teacher credential. A copy of credential to be provided and kept current.
- A minimum of three years experience in educational leadership, Charter school leadership, or teaching preferred. Experience with progressively increasing levels of responsibility in leadership/mentoring – work experience in a non-education context will also be considered.
- Strong administrative/organizational/time-management skills required with a demonstrated capacity to multitask/prioritize, and work independently with limited direction.
- Knowledge of California laws and regulations for Public and Charter Schools, budget development and management, and implementation of curriculum and educational reform models.
- 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.
- Valid California Driver's License.

*Remote Compliance Liaison Job Description
Board Approved June 03, 2021*

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Take responsible steps to secure full and regular attendance at school of the students enrolled in accordance with policies established by the Board of Directors.
- Assist with ensuring teachers complete compliance paperwork.
- Report any anomalies or concerns to-Compliance Lead
- training, fielding questions, troubleshooting, and re-train teachers, program directors (or designees) in the SIS.
- Assist with development and implementation of the Charter's compliance training program.
- Support teachers and directors with compliance work.
- Assist with internal auditing of all compliance documents
- Assist with development and implementation of policies related to admissions and pupil records.

General Expectations:

- Support the mission, vision, and goals of Elite Academic Academy.
- Serve as a contributing member of the Charter staff and collaborate with team members to achieve the school's goals.
- Complete and submit required documents as requested or required by the Charter and/or Board of Directors and/or the District.
- Participate in and develop professional development workshops as needed.
- Create and maintain a safe, supportive, and effective learning environment.
- Support teachers with evaluating students' academic and social growth through multiple measures.
- Assist with implementation of school-adopted assessment program(s). Assist with facilitation of required testing and assessments.
- Assist teachers and students with Community College and CTE class enrollments.
- Identify student needs and cooperate with other professional staff members in assessing and helping solve students' health, attitude, and learning challenges.
- Maintain professional competence through professional development educational activities.
- Provide employee evaluations.
- Utilize technology as a means of educating and communicating.

Other Duties:

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

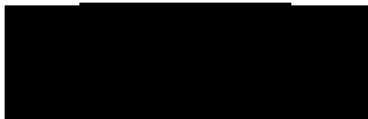
- Hearing and speaking to exchange information
- Dexterity of hands and fingers to demonstrate activities
- Operates a computer and other office productivity machinery
- Seeing to read a variety of materials and monitor students
- Bending at the waist, kneeling or crouching
- Sitting or standing for 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:





Printed Name

6/3/2022

Date



MUTUAL AGREEMENT TO ARBITRATE DISPUTES

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

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

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

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

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

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

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

COMPANY:

By:

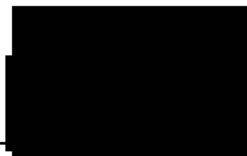

Its: Chief Executive Officer

6/3/2022

DATED:

EMPLOYEE:

By:



6/3/2022

DATED:



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

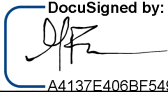
Employee further agrees that signing this Agreement is a condition of his/her employment with the School and payment therefore, which he/she understood before accepting employment with the School.

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

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

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

Date: 6/3/2022 
NAME

Date: 6/3/2022
By: 
Its: Chief Executive Officer

EAA 2022/2023 Staffing Calendar - 221 Day (12 month) Employees

JULY							AUGUST							SEPTEMBER							OCTOBER							Important Dates																																																																																																			
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Elite Academic Academy 2022/2023 Staffing Calendar - Payroll

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Board Approved March 03, 2022



6/3/2022



NOTICE TO EMPLOYEE AS TO CHANGE IN RELATIONSHIP

(Issued pursuant to provisions of Section 1089 of the California Unemployment Insurance Code)

Date: December 7, 2022

Re: [REDACTED]

Effective January 1, 2023, your full-time employment position with Elite Academic Academy - Lucerne will be changed from ***Career Technical Education (CTE) Teacher*** to ***Marketing Coordinator***. Please see the attached contract for your consideration.

Please contact Tracy Hasper, in Human Resources, if you have any questions or concerns.

DocuSigned by:

A4137E406BE5494

Meghan Freeman
CEO

Marketing Coordinator



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

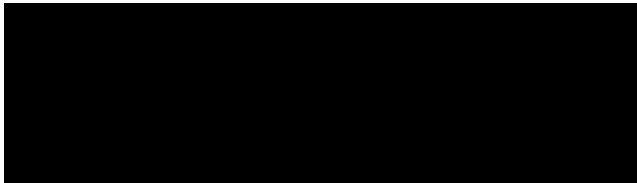
and

Name: [REDACTED]

in the position of

Title: Marketing Coordinator

December 7, 2022



We are pleased to offer you the position of **full-time exempt Marketing Coordinator** with Elite Academic Academy - Lucerne (the "School") commencing January 1, 2023. The purpose of this letter is to summarize the terms of your employment with the School as set forth in this At-Will Employment Agreement (the "Agreement"), should you accept our offer. This offer of employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks (both of which have already been completed).

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

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

3. Work Hours. 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.
4. Best Efforts. You agree that you will at all times faithfully, industriously, and to the best of your ability perform all of the duties that may be required of you by the School which shall include:
 - a. Fulfilling the job duties and functions enumerated in the job description, attached hereto as Exhibit A;
 - b. Such other duties as assigned by the Board of the School or your supervisor from time-to-time as necessary in the School's discretion and judgment to effectuate the purposes of this Agreement including assignments that are in addition to those expressly described in this Agreement or its Exhibit A;
 - c. Attending any scheduled School events or training or planning sessions before or during the school year if requested by your direct supervisor; and
 - d. Following and abiding by the School's policies and procedures as adopted and amended from time-to-time, including those policies and procedures set forth in the School's current Employee Handbook, which may be amended from time to time at the sole discretion of the School.
5. Non-Competition During Employment. You agree that while you are working for the School, you will not render services in person or by electronic means, paid or otherwise, to any other entity, unless prior written approval is given by the CEO.
6. Compensation. Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum annual salary of \$108,000 (or \$9,000.00 per month), less applicable withholdings, for 228 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 \$250.00 a month for travel and mileage (in lieu of mileage reimbursement). [Note: You also have your \$2000 annual moonshot stipend (please refer to the attached).] 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, your performance and the School's overall performance during the calendar year.
7. Benefits. You will be eligible for all benefits as generally offered to similarly situated employees of the School, including contributions to California State Teachers Retirement System, as further described in our Employee Handbook. The School also offers Health and Welfare benefits, after one month of employment, 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. For more information, please see the plan benefits.

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

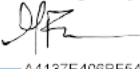
On your first day of work you will be required to complete the INS form I-9. Please bring appropriate identification that shows your eligibility to work in the United States.

If these terms are acceptable to you, please sign one copy of this offer letter and return it at your

earliest convenience. This offer will remain open for 5 days.

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

Sincerely,

DocuSigned by:


A4137E406BF5494...
Meghan Freeman, CEO

CEO/Designee Signature:

Date: 12/8/2022

AGREED TO AND ACCEPTED BY:

[Redacted]

Employee Signature:

[Redacted]

Address:

[Redacted]

Telephone:

[Redacted]



Marketing Coordinator Job Description

Position Title:	Marketing Coordinator
Reports To:	Chief Student Development Officer
FLSA Classification:	Non-Exempt
Pay Range:	Based on Experience
Classification:	Certificated
Months:	12 months

Position Summary: *Marketing Coordinator is a contract role to support existing marketing projects, while assisting with the development of new initiatives aligned with organizational goals. The position will partner with Marketing's stakeholders and team members to support a wide range of functions, including communications, branding, project management, digital marketing, and social media. The marketing coordinator must be an organized multitasker able to handle many diverse projects at once and meet tight deadlines.*

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Manage and develop a wide range of marketing projects that directly impact academics, including website, videography, photography, print media, and swag.
- Manage social media through various channels including drafting content, updating graphics in Canva, and publishing posts.
- Collaborate and oversee contracted service providers to ensure high quality marketing campaigns.
- Work directly with community relations to purchase marketing and promotional materials for the organization.
- Connect personally with parents, students, community partners, and local school districts to help promote current events, programs and initiatives.
- Pull data, update trackers, perform analysis, and provide recommendations on marketing campaigns.
- Perform research for various projects and collect data, as needed.
- Develop exciting new marketing initiatives that will help promote our school.

- Collaborate with the CTE Marketing Pathway and continue to offer engaging opportunities for students in the marketing field
- Collaborate with CTE Marketing classes and/or the CTE Marketing teacher to ensure alignment of these courses with the overall marketing vision of Elite.
- Support Operations to ensure a high quality on-boarding experience.
- Various administrative tasks and additional responsibilities as assigned.

Requirements:

- DOJ Fingerprint Clearance
- Valid CA Driver's License
- CTE or Teaching Credential
- Administrative Credential-Preferred

Experience:

- Educational Marketing Preferred
- Social Media Administrative Experience
- Word, Excel, Adobe Proficient
- CANVA or Digital Design Experience
- Bachelor's Degree Preferred

Use of Computer Technology:

To perform this job successfully, an individual should have general knowledge of various software, how to use the internet to find information and complete tasks, email usage, spreadsheet software, and word processing software. The Community and Marketing Coordinator 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 25 pounds.
- Close vision and ability to adjust focus.

Work Environment:

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

- Noise level is generally moderate
- Work performed 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:





12/8/2022

Printed Name

Date



Moonshot Stipend - Job Description

Position Title: Moonshot/CEO Think Tank Stipend
Department: Certificated/Classified Staff
Reports To: CEO (or Designee)
FLSA Classification: Exempt
Stipend: \$2,000 annually (two times Dec/June)
Classification: Certificated or Classified
School Calendar Days: 12 month Calendar

Job Description: *This is not a stand-alone job description, but a rider to our other Elite job descriptions. This payscale supersedes the employee's position. This is for participation and execution of the CEO Think Tank Moonshot initiatives. Meetings may need to be held outside of your 40 hour work week to complete these projects. Employees need to be willing to travel, collaborate, innovate and work to create targeted solutions to problems discovered in the organization.*


Signature:

8/9/2022

 Employee Signature Printed Name Date

EAA 2022/2023 Staffing Calendar - 228 (12 month - Director) Employee

JULY							AUGUST							SEPTEMBER							OCTOBER											
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		1	2	3	4	5	6		1	2	3	1								1							
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	2	3	4	5	6	7	8				
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	3	9	10	11	12	13	14	15				
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	4	16	17	18	19	20	21	22				
24	25	26	27	28	29	30	28	29	30	31			25	26	27	28	29	30		23	24	25	26	27	28	29						
31																				30	31											
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	10				1	2	3	13	1	2	3	4	5	6	7				1	2	3	4				
6	7	8	9	10	11	12	11	4	5	6	7	8	9	10	14	8	9	10	11	12	13	14	16	5	6	7	8	9	10	11		
13	14	15	16	17	18	19	12	11	12	13	14	15	16	17	15	15	16	17	18	19	20	21	17	12	13	14	15	16	17	18		
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	1	19	20	21	22	23	24	25				
27	28	29	30				25	26	27	28	29	30	31	29	30	31					26	27	28									
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	6						1	9	1	2	3	4	5	6	14				1	2	3					
5	6	7	8	9	10	11	7	2	3	4	5	6	7	8	10	7	8	9	10	11	12	13	15	4	5	6	7	8	9	10		
12	13	14	15	16	17	18	9	10	11	12	13	14	15	11	14	15	16	17	18	19	20	16	11	12	13	14	15	16	17			
19	20	21	22	23	24	25	8	16	17	18	19	20	21	22	12	21	22	23	24	25	26	27	17	18	19	20	21	22	23	24		
26	27	28	29	30	31		23	24	25	26	27	28	29	13	28	29	30	31				25	26	27	28	29	30					

Important Dates	
7/1	Contract Start Date
7/1	First Day of School (Year-Round)
7/4	Independence Day Holiday
8/29	First Day of School (Traditional)
9/5	Labor Day Holiday
11/11	Veteran's Day Holiday
11/21 - 11/25	Thanksgiving Break
12/19 - 1/6	Winter Break
1/16	MLK Day Holiday
2/17 - 2/20	Presidents' Day Weekend
3/13 - 3/17	Spring Break
5/29	Memorial Day
6/13	Last Day of School - Traditional
6/14	Last Day of School - Year Round
6/30	Contract End Date

Key	
	Contract Start and End Dates
	First & Last Day of School
	Paid Holidays (FT)
	Paid Flex (Non-school/contract) Days (FT)
	Professional Development Days



Board Approved March 03, 2022



12/8/2022

Elite Academic Academy 2022/2023 Staffing Calendar - Payroll

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	1	2	3	4	5	6	1	2	3									1	2	3	4	5	6	7	8	7/4	Independence Day Holiday	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10					2	9	10	11	12	13	14	15	9/5	Labor Day Holiday
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17					3	16	17	18	19	20	21	22	11/11	Veteran's Day Holiday
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24					4	23	24	25	26	27	28	29	11/21 - 11/25	Thanksgiving Break
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30							30	31						12/19 - 1/6	Winter Break
31																																	1/16	MLK Day Holiday
NOVEMBER							DECEMBER							JANUARY							FEBRUARY							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	4	5	10				1	2	3	13	1	2	3	4	5	6	7				1	2	3	4	7/4	Independence Day Holiday			
6	7	8	9	10	11	12	11	4	5	6	7	8	9	10	14	8	9	10	11	12	13	14	16	5	6	7	8	9	10	11	9/5	Labor Day Holiday		
13	14	15	16	17	18	19	12	11	12	13	14	15	16	17	15	15	16	17	18	19	20	21	17	12	13	14	15	16	17	18	11/11	Veteran's Day Holiday		
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	1	19	20	21	22	23	24	25	11/21 - 11/25	Thanksgiving Break				
27	28	29	30				25	26	27	28	29	30	31	29	30	31						26	27	28					12/19 - 1/6	Winter Break				
																																	1/16	MLK Day Holiday
																																	2/17 - 2/20	Presidents' Day Weekend
																																	3/13 - 3/17	Spring Break
																																	5/29	Memorial Day Holiday
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							
			1	2	3	4	6						1	9	1	2	3	4	5	6	14				1	2	3	7/4	Independence Day Holiday					
5	6	7	8	9	10	11	7	2	3	4	5	6	7	8	10	7	8	9	10	11	12	13	15	4	5	6	7	8	9	10	9/5	Labor Day Holiday		
12	13	14	15	16	17	18	9	10	11	12	13	14	15	11	14	15	16	17	18	19	20	16	11	12	13	14	15	16	17	11/11	Veteran's Day Holiday			
19	20	21	22	23	24	25	8	16	17	18	19	20	21	22	12	21	22	23	24	25	26	27	17	18	19	20	21	22	23	24	11/21 - 11/25	Thanksgiving Break		
26	27	28	29	30	31	23	24	25	26	27	28	29	13	28	29	30	31					25	26	27	28	29	30		12/19 - 1/6	Winter Break				
							30																										1/16	MLK Day Holiday
																																	2/17 - 2/20	Presidents' Day Weekend
																																	3/13 - 3/17	Spring Break
																																	5/29	Memorial Day Holiday



Board Approved March 03, 2022



12/8/2022

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made, as of December 7, 2022, between [REDACTED] (“Contractor”) and Elite Academic Academy - Lucerne (“Company” or “EAAL”) (individually a “Party” and collectively the “Parties”).

WHEREAS Company desires to retain the services of the Contractor, and the Contractor desires to provide services to Company.

NOW, THEREFORE, in consideration of the mutual promises and agreement hereinafter set forth the sufficiency of which is hereby acknowledged, the Parties agree as follows:

● **Engagement.** Company hereby retains Contractor to serve as the Company’s Instructional Aide, to perform the following duties for Company and such other services as Company may from time to time request:

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

● **Commissions.** Company will pay Contractor \$20 an hour, to be paid net 15 upon monthly invoice receipt. The Contractor will work no more than 40 hours per week.

● **Regulatory Compliance.** If the Contractor is working with students, or in the office where students may reside, they must at all times comply with all laws regarding qualifications to work with or around students including, without limitation, state and federal fingerprint clearance (Live Scan) (Cal. Ed. Code § 44237) proof of clear TB test within 60 days of the Effective Date, as defined hereinbelow and updated every 4 years; and, valid state driver’s license.

● **Expenses.** The contractor will be responsible for bearing his own costs and expenses unless agreed to in advance by the Company and the Contractor provides proper documentation for the expense.

● **Acknowledgments.** The contractor acknowledges and understands that he/she is an independent contractor and that he/she is not forming a traditional employer-employee relationship with the Company. The contractor is not entitled to participate in any plans, arrangements, or distributions pertaining to or connected with any compensation plan, health, dental, life, or disability insurance programs, or any other fringe benefits which Company, from time to time, may provide for its owners and/or employees if any. The contractor shall be solely responsible for all costs incurred for health, dental, and/or life insurance on his behalf. The contractor shall be solely responsible for making all federal, state, and local tax deposits relating to compensation received as a result of his relationship with the Company and shall hold the Company harmless

from and against any and all tax liability relating thereto. Contractor further agrees he is solely responsible for workers' compensation insurance for himself and any subcontractors she may hire, if any, and agrees to indemnify and hold the Company harmless for any workers' compensation claim of loss or damage arising in connection with the Contractor's performance of services under this Agreement.

- Term. The contractor's engagement shall be effective January 3, 2023 (the "Effective Date") and shall continue until June 30, 2023, unless and until the engagement is terminated by either Party. To the extent Contractor wishes to terminate this Agreement he must provide the Company with thirty (30) days advance written notice. The Company may terminate this Agreement at any time, with or without notice. Additionally, this Agreement shall terminate in the event of Contractor's death, inability to continue to provide services as described in this Agreement, or breach of any provision of this Agreement.

- Modification of this Agreement. No waiver or modification of this Agreement, in whole or in part, will be valid unless it is made in writing and duly executed by the Parties. Any waiver of any term, condition, or provision of this Agreement will not constitute a waiver of any other term, condition, or provision hereof, nor will a waiver or any breach of any term, condition, or provision constitute a waiver of any subsequent or succeeding breach.

- Assignment. This Agreement, the services to be performed, and all rights hereunder are personal to the Contractor and may not be transferred or assigned by the Contractor at any time. This Agreement shall be binding upon and inure to the benefit of the Company's successors and assigns. In the event of Contractor's death, inability to perform his duties, or his breach of this Agreement, Company shall have no further obligations hereunder other than to pay him or his estate any fees or expenses that are payable hereunder which are accrued and unpaid as of the date of either his death, disability, or breach.

- Confidentiality. Contractor acknowledges that Company is in a highly competitive industry and that during the term of this Agreement, Contractor will have access to, receive, learn, and/or develop information that is proprietary, trade secrets, and/or confidential to the Company, including, but not limited to information about customers, prospects, financials, and marketing. Additionally, the Contractor will have access to and maintain, develop and initiate customer relationships and goodwill that are of value to the Company and which it has a legitimate interest in protecting.

At all times during and after the term of Contractor's engagement with Company, Contractor shall not, except with Company's prior written consent, or except in the proper course of his performance of services for the Company, directly or indirectly, disclose, communicate, or divulge to any individual or entity, or use for his own benefit or the benefit of any other individual or entity, any confidential or proprietary knowledge or information concerning the conduct or details of Company's business, including without limitation, names of customers and prospects, details of contracts, technical know-how, methods of operation, marketing methods, other trade secrets, pricing, or other policies, prospects, and financial information. The contractor acknowledges that these provisions apply even to information that is developed or conceived by his alone or with others at the Company's direction, as well as to confidential and/or proprietary information received from any customer or other person or entity who does business with the Company.

Upon termination of Contractor's engagement with Company for any reason, Contractor shall immediately return to Company all correspondence, files, customer and prospect lists, notes, technical data, and other materials which contain any such confidential or proprietary knowledge or information, and Contractor shall not retain any copies of such materials. A violation of this paragraph shall be considered a material breach of this Agreement.

- Work Product. The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress, and deliverables that are conceived, made, reduced to practice, or learned by Contractor, solely or in conjunction with others, in the course of any work performed for the Company, will be the sole property of the Company, and Contractor hereby assigns to the Company all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights, and other proprietary rights therein. The contractor retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership of the Work Product.

- Choice of Law and Forum. This Agreement and the performance of services hereunder will be governed by the laws of the State of California. Any lawsuit filed by either Contractor or Company shall be filed in the Superior Court for the State of California in Los Angeles. Contractor and Company herein each consent to the personal jurisdiction and venue of said court over them and agree not to contest jurisdiction or the application of California law.

- Attorneys' Fees. The contractor agrees to indemnify the Company for its reasonable attorneys' fees and costs incurred in enforcing the terms of this Agreement should the Contractor violate any of its terms.

- Entire Agreement. This Agreement contains the complete agreement of the Parties and will supersede any and all other agreements, understandings and representations, whether oral or written, by and between the Parties hereto.

- Relationship of the Parties. The contractor is an independent contractor, not a Company employee. This Agreement does not constitute a joint venture, partnership, merger, acquisition, or employment relationship. The contractor does not have any authority to bind the Company or enter into any contract on the Company's behalf (with the exception of routine purchase orders). The contractor is solely responsible for its debts, liabilities, and obligations, including obligations for income or other taxes, and the Contractor shall hold Company harmless for the same. The contractor shall prepare and file all tax returns required under applicable law. Contractor shall not incur any expense on behalf of Company, shall not enter into any contract or agreement on behalf of Company without prior written consent from Company, and shall not represent to any other person or entity that Contractor is authorized to enter into any contract or agreement on behalf of Company or bind Company in any way unless she has prior written consent. Nothing herein requires the Company to offer services and work opportunities to the Contractor, and nothing herein requires the Contractor to accept work opportunities. Nothing herein requires the Contractor to work exclusively for the Company. The contractor may not hire any employees or engage any Contractor to assist in the performance of his duties hereunder, without the prior written consent of an Owner of the Company. Contractor shall fully indemnify

and hold Company completely harmless for any and all expenses, costs, liabilities, and losses, including attorneys' fees, as a result of Contractor's violation of any provision of this paragraph.

- Severability: If any provision of this Agreement is construed to be invalid, illegal, or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto.

- Binding Authority: The Company and its representative signing this Agreement agree and confirm that the undersigned individual has the right, power, and authority to sign this Agreement on behalf of the Company and to legally bind the Company to this Agreement with his signature.

- Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or email shall be deemed to be their original signatures for all purposes.

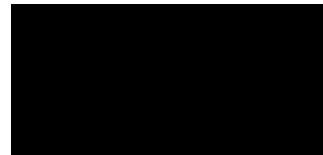
IN WITNESS THEREOF and intending to be legally bound, the Parties have executed this Agreement as of the date set forth above on the below-written date.

ELITE ACADEMIC ACADEMY - LUCERNE

DocuSigned by:

A4137E406BF5494...
By: Meghan Freeman
Its: Chief Executive Officer

12/8/2022



Independent Contractor

12/8/2022

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made, effective as of January 18, 2023, between [REDACTED] (“Contractor”) and Elite Academic Academy - Lucerne (“Company” or “EAAL”) (individually a “Party” and collectively the “Parties”).

WHEREAS Company desires to retain the services of the Contractor, and the Contractor desires to provide services to Company.

NOW, THEREFORE, in consideration of the mutual promises and agreement hereinafter set forth the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. *Engagement.* Company hereby retains Contractor to serve as the Company’s Music Intensive Instructor, to perform the following duties for Company and such other services as Company may from time to time request:

ELITE ACADEMIC: Songwriting and Creative Music Workshop

With international award-winning singer/songwriter [REDACTED]

Workshop Objective:

EAA's Songwriting and Creative Music Workshop inspires creativity, confidence, and collaboration through music. [REDACTED] teaches an accelerated songwriting and music curriculum to lead students through his signature process of songwriting to help students unlock their own self-expression and write their own unique songs from start to finish in just 10 days.

Music Genre: While [REDACTED] teaches from a contemporary popular music perspective, this workshop encourages students to be open to exploring influences from any and all genres of music in order to create a style that feels most aligned and authentic to each individual student.

Location:

The workshop will take place at Elite Virtual Academy using Zoom.

Students:

The ideal class size is 10-15 students ages 13+ (grades 8-12), with high musical interest. Some experience singing & playing an instrument is preferred.

Daily program schedule:

Songwriting Workshop classes are 90 minutes in duration and will take place on weekdays (Monday through Friday) for 2 consecutive weeks. The daily workshop will consist of the following:

- Lecture / Lesson (30 min)
- Independent writing session (15 min)
- Group Share (45 min).

NOTE: duration of each component may adjust slightly as needed based on the musical

abilities and needs of each student as the workshop progresses.

Deliverables:

In addition to each student having a finished original song upon completion of the workshop, each two-week workshop intensive will culminate with two publicly released projects (a Virtual Concert and a collaborative Group Song Music Video) highlighting each student's individual unique talents as well as showcasing students' teamwork, collaboration, and connection through music.

- Virtual Concert (*audio/video editing and production required—please allow a minimum of one week from the last day of class*)
- █████ hosts a live broadcast (approx. 60 min) showcasing performances from each student of their original song written during the workshop.
- Group Song Music Video (*audio/video editing and production required—please allow a minimum of two weeks from the last day of class*)

In addition to each student writing their own original song in the virtual workshop, Derik leads the group through the collaborative creation process of a group song—all students participate in the writing and performance of this song. This song is produced and released as a music video on █████'s YouTube channel with contributions from each student to include featured instruments, group vocal parts, and select solos.

Family, friends, Elite Staff and the public are invited and encouraged to attend both events. Music Video is scheduled for release with a live interactive public premiere event for all participants to engage and connect via text chat, once again reinforcing the powerful positive connections created by this virtual songwriting workshop.

2. Commissions. Company will pay Contractor 50% deposit of services upon board approval and the remaining 50% after all services are rendered to be paid net 15 upon receipt of the final invoice.

3. Regulatory Compliance. If the Contractor is working with students, or in the office where students may reside, they must at all times comply with all laws regarding qualifications to work with or around students including, without limitation, state and federal fingerprint clearance (Live Scan) (Cal. Ed. Code § 44237) proof of clear TB test within 60 days of the Effective Date, as defined hereinbelow and updated every 4 years; and, valid state driver's license.

4. Expenses. The contractor will be responsible for bearing his own costs and expenses unless agreed to in advance by the Company and the Contractor provides proper documentation for the expense.

5. Acknowledgments. The contractor acknowledges and understands that he/she is an independent contractor and that he/she is not forming a traditional employer-employee relationship with the Company. The contractor is not entitled to participate in any plans, arrangements, or distributions pertaining to or connected with any compensation plan, health, dental, life, or disability insurance programs, or any other fringe benefits which Company, from time to time, may provide for its owners and/or employees if any. The contractor shall be solely responsible for all costs incurred for health, dental, and/or life insurance on his behalf. The contractor shall be solely responsible for making all federal, state, and local tax deposits relating to compensation

received as a result of his relationship with the Company and shall hold the Company harmless from and against any and all tax liability relating thereto. The contractor further agrees he is solely responsible for workers' compensation insurance for himself and any subcontractors she may hire, if any, and agrees to indemnify and hold the Company harmless for any workers' compensation claim of loss or damage arising in connection with the Contractor's performance of services under this Agreement.

6. Term. The contractor's engagement shall be effective January 21, 2023 (the "Effective Date") and shall continue, unless and until the engagement is terminated by either Party. To the extent the Contractor wishes to terminate this Agreement he must provide the Company with thirty (30) days advance written notice. The Company may terminate this Agreement at any time, with or without notice. Additionally, this Agreement shall terminate in the event of Contractor's death, inability to continue to provide services as described in this Agreement, or breach of any provision of this Agreement.

7. Modification of this Agreement. No waiver or modification of this Agreement, in whole or in part, will be valid unless it is made in writing and duly executed by the Parties. Any waiver of any term, condition, or provision of this Agreement will not constitute a waiver of any other term, condition, or provision hereof, nor will a waiver or any breach of any term, condition, or provision constitute a waiver of any subsequent or succeeding breach.

8. Assignment. This Agreement, the services to be performed, and all rights hereunder are personal to the Contractor and may not be transferred or assigned by the Contractor at any time. This Agreement shall be binding upon and inure to the benefit of the Company's successors and assigns. In the event of Contractor's death, inability to perform his duties, or his breach of this Agreement, Company shall have no further obligations hereunder other than to pay him or his estate any fees or expenses that are payable hereunder which are accrued and unpaid as of the date of either his death, disability, or breach.

9. Confidentiality. Contractor acknowledges that Company is in a highly competitive industry and that during the term of this Agreement, Contractor will have access to, receive, learn, and/or develop information that is proprietary, trade secrets, and/or confidential to the Company, including, but not limited to information about customers, prospects, financials, and marketing. Additionally, the Contractor will have access to and maintain, develop and initiate customer relationships and goodwill that are of value to the Company and which it has a legitimate interest in protecting.

At all times during and after the term of Contractor's engagement with Company, Contractor shall not, except with Company's prior written consent, or except in the proper course of his performance of services for the Company, directly or indirectly, disclose, communicate, or divulge to any individual or entity, or use for his own benefit or the benefit of any other individual or entity, any confidential or proprietary knowledge or information concerning the conduct or details of Company's business, including without limitation, names of customers and prospects, details of contracts, technical know-how, methods of operation, marketing methods, other trade secrets, pricing, or other policies, prospects, and financial information. The contractor acknowledges that these provisions apply even to information that is developed or conceived by him alone or with others at the Company's direction, as well as to confidential and/or proprietary information received from any customer or other person or entity who does business with the

Company; however, the Contractor will be retain the ownership of his original curriculum, proprietary resources, and Educational content created prior to the contract with the Company.

Upon termination of Contractor's engagement with Company for any reason, Contractor shall immediately return to Company all correspondence, files, customer and prospect lists, notes, technical data, and other materials which contain any such confidential or proprietary knowledge or information, and Contractor shall not retain any copies of such materials. A violation of this paragraph shall be considered a material breach of this Agreement.

10. Work Product. The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress, and deliverables that are conceived, made, reduced to practice, or learned by Contractor, solely or in conjunction with others, in the course of any work performed for the Company, will be the sole property of the Company, and Contractor hereby assigns to the Company all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights, and other proprietary rights therein. The contractor retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership of the Work Product.

11. Choice of Law and Forum. This Agreement and the performance of services hereunder will be governed by the laws of the State of California. Any lawsuit filed by either Contractor or Company shall be filed in the Superior Court for the State of California in Los Angeles. The contractor and Company herein each consent to the personal jurisdiction and venue of said court over them and agree not to contest jurisdiction or the application of California law.

12. Attorneys' Fees. The contractor agrees to indemnify the Company for its reasonable attorneys' fees and costs incurred in enforcing the terms of this Agreement should the Contractor violate any of its terms.

13. Entire Agreement. This Agreement contains the complete agreement of the Parties and will supersede any and all other agreements, understandings, and representations, whether oral or written, by and between the Parties hereto.

14. Relationship of the Parties. The contractor is an independent contractor, not a Company employee. This Agreement does not constitute a joint venture, partnership, merger, acquisition, or employment relationship. The contractor does not have any authority to bind the Company or enter into any contract on the Company's behalf (with the exception of routine purchase orders). The contractor is solely responsible for its debts, liabilities, and obligations, including obligations for income or other taxes, and the Contractor shall hold Company harmless for the same. The contractor shall prepare and file all tax returns required under applicable law. The contractor shall not incur any expense on behalf of the Company, shall not enter into any contract or agreement on behalf of the Company without prior written consent from Company, and shall not represent to any other person or entity that the Contractor is authorized to enter into any contract or agreement on behalf of Company or bind Company in any way unless she has prior written consent. Nothing herein requires the Company to offer services and work opportunities to the Contractor, and nothing herein requires the Contractor to accept work opportunities. Nothing herein requires the Contractor to work exclusively for the Company. The contractor may not hire

any employees or engage any Contractor to assist in the performance of his duties hereunder, without the prior written consent of an Owner of the Company. The contractor shall fully indemnify and hold Company completely harmless for any and all expenses, costs, liabilities, and losses, including attorneys' fees, as a result of the Contractor's violation of any provision of this paragraph.

15. Severability: If any provision of this Agreement is construed to be invalid, illegal, or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto.

16. Binding Authority: The Company and its representative signing this Agreement agree and confirm that the undersigned individual has the right, power, and authority to sign this Agreement on behalf of the Company and to legally bind the Company to this Agreement with his signature.

17. Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or email shall be deemed to be their original signatures for all purposes.

IN WITNESS THEREOF and intending to be legally bound, the Parties have executed this Agreement as of the date set forth above on the below-written date.

ELITE ACADEMIC ACADEMY - LUCERNE

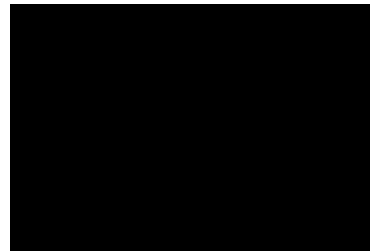
DocuSigned by:


By: Meghan Freeman

Its: Chief Executive Officer

1/18/2023

023





AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

and

Name [REDACTED]

in the position of

Title: Part-Time Content Teacher

January 12, 2023



We are pleased to offer you the position of **part-time (non-exempt) Content Teacher** with Elite Academic Academy – Lucerne (the “School”) commencing **January 17, 2023**. We are delighted you chose to join the Elite Academic Academy team and are confident you will enjoy it here. The purpose of this letter is to summarize the terms of your employment with the School as set forth in this At-Will Employment Agreement (the “Agreement”), should you accept our offer. This offer of employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks.

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

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

3. Hours of Employment. Your days of work, and hours of employment, will be Monday through Friday at hours determined by the School and your direct supervisor, provided that ordinary working hours shall not exceed 25 hours per week, *unless agreed upon by the School in advance.* We anticipate that there will be occasions when we will ask you to work over 25 hours per week, and/or occasions when you may be asked to work overtime. All overtime hours must be approved in advance by your supervisor
4. Best Efforts. You agree that you will at all times faithfully, industriously, and to the best of your ability perform all of the duties that may be required of you by the School which shall include:
 - a. Fulfilling the job duties and functions enumerated in the job description, attached hereto as Exhibit A;
 - b. Such other duties as assigned by the Board of the School or your supervisor from time-to-time as necessary in the School's discretion and judgment to effectuate the purposes of this Agreement including assignments that are in addition to those expressly described in this Agreement or its Exhibit A;
 - c. Attending any scheduled School events or training or planning sessions before or during the school year if requested by your direct supervisor; and
 - d. Following and abiding by the School's policies and procedures as adopted and amended from time-to-time, including those policies and procedures set forth in the School's current Employee Handbook, which may be amended from time to time at the sole discretion of the School.
5. Non-Competition During Employment. You agree that while you are working for the School, you will not render services in person or by electronic means, paid or otherwise, to any other entity, unless prior written approval is given by the CEO.
6. Compensation. Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. You will be paid a minimum rate of \$45.63 an hour for all regular hours worked, less applicable withholdings, for the remainder of the 22/23 school year, thru June 16, 2023 (please see the attached calendar for work days), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion. For any overtime hours worked, you will be paid at the appropriate overtime rate in accordance with all applicable laws. You will also receive a stipend of \$93.75 a month (or \$46.875 per pay period) for travel and 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.
7. Benefits. As a part-time employee you will not generally be eligible for benefits (i.e. paid holidays, etc.), except for voluntary benefits, and those required by law such as paid sick time and California State Teachers Retirement System, as described in the School's Employee Handbook. For more information, please see the plan benefits.

8. Meal and Rest Periods. You shall be given a duty-free, uninterrupted unpaid meal period of at least thirty minutes for a work period of over 5 hours in a day and one rest break of 10 minutes for every 4 hours worked or major fraction thereof. Your supervisor will schedule the times for your meal and rest periods.
9. Timekeeping. You are required to record your time via our timekeeping system, in Paycom. You will be provided with specific instructions regarding this system. You will be responsible for reviewing, approving, and submitting your time to your supervisor. You must report any instance where you believe your time, or pay, is inaccurate to the payroll department.
10. Arbitration. It is a condition of your employment that you review the School's Arbitration Agreement (attached) which provides that any disputes between you and the School be submitted to binding arbitration. You should notify the School in writing of any complaints you have with respect to your employment so that any issues can immediately be addressed and rectified.
11. Confidentiality. Because of the nature of our work and the highly confidential information we provide to our employees, you will be required to execute a Confidentiality and Non-Disclosure Agreement (attached), which will remain in full force and effect after your employment.
12. Equal Employment Opportunity. The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on practices, national origin, including language use and possession of a driver's license issued actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver's license, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.
13. Prior Agreements. You affirm that you are not a party to any agreement(s) such as a non-competition agreement that would prohibit you from employment with us.
14. Organization Policies. If you accept this offer and begin employment, on your first day of employment, you will be given additional information about the School, including but not limited to its Employee Handbook and other policies and procedures
15. Entire Agreement. This Agreement and its Exhibit A, and accompanying attachments, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This Agreement may be amended only by a writing signed by both yourself and the CEO of the School. To the extent this Agreement or its attachments conflict with our Employee Handbook or any other policy or procedure, this

Agreement or its attachments, as the case may be, shall control.

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

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

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

Sincerely,

DocuSigned by:

A4137E406BF5494...

Meghan Freeman, CEO

CEO/Designee Signature:

Date: 1/12/2023

AGREED TO AND ACCEPTED BY:

[Redacted signature area]

1/13/2023



Content Teacher Job Description

Job Title:	Content Teacher
Department:	Credentialed Teacher
Reports To:	Director of designated Academy (or Academic Administrator)
FLSA Status:	Non-Exempt (for Part-Time hourly)/Exempt (for Full-Time salary)
Job Classification:	Certificated Part-Time or Full-Time
Pay Range:	Hourly for Part-Time/Salary for Full-Time (rates depending on experience)
Position Location:	Remote Office

Position Summary:

The Content Teacher is responsible for overseeing subject-specific online courses. The Content Teacher hosts weekly live sessions that engage students to achieve content mastery. The Content Teacher reviews and sets up their course according to guidelines provided, and their knowledge of content/grade level standards. The Content Teacher ensures that there is adequate rigor and makes modifications to curriculum as needed, provides students with timely feedback on submitted work, reviews completed coursework, and makes final grade determination. As needed, the Content Teacher creates personalized pacing guides including due dates and assignments for the course for the parent and Teacher of Record to utilize. In addition, the Content Teacher will ensure academic success of the students in their courses through consistent and clear communication, Live Sessions for student participation. The Content Teacher holds office hours for small groups and/or 1-1 tutoring opportunities for Elite students. The Content Teacher responds to students within 24 hours of receipt of message, and communicates to Elite Educator any concerns regarding the successful completion of a course. The Content Teacher will also sit in on parent/student meetings with the Teacher of Record and/or Administrator to devise a success plan for the student, give specific information to the SPED department or Student Support Team as applicable.

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

Content Teacher Job Description
Board Approved Nov. 04, 2021

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

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:

Content Teacher:

- Initial setup and preparation of their courses, including due dates, syllabus, grading scale, and content review.
- Develop and deliver weekly live sessions that help students develop content mastery, and take attendance at live sessions for compliance purposes.

*Content Teacher Job Description
Board Approved Nov. 04, 2021*

- 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 make final grade determination.
- Update course as necessary.

Personalized Courses:

- Provide parents/students with standards, syllabus, and contact information.
- 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 student to utilize. This pacing guide will include due dates for assignments.
- Content Teacher gworks with academic supervisors for final approval on personalized courses.
- Review completed coursework and make final grade determination.

Education:

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

Experience:

Two (2) years directly related experience.

Use of Computer Technology:

To perform this job successfully, an individual should have general knowledge of database software, how to use the internet to find information and complete tasks, email usage, order processing systems, spreadsheet software, Learning Management Systems, and word processing software.

The Content Teacher is expected to maintain a school issued working computer with an internet connection and a printer.

Physical Demands:

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

Work Environment:

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

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

Employee Acknowledgement:

[Redacted Signature]

Employee Signature

Printed Name

1/13/2023

Date



MUTUAL AGREEMENT TO ARBITRATE DISPUTES

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

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

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


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

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

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

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

COMPANY:

DocuSigned by:


By:

Its: Chief Executive Officer

By:



DATED: 1/12/2023

DATED: 1/13/2023



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: 1/13/2023

N 

Date: 1/12/2023

By: 
Its: Chief Executive Officer

EAA 2022/2023 Staffing Calendar - 186 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						
					1	2	1	2	3	4	5	6						1	2	3	1							1	7/1	Contract Start Date			
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	2	3	4	5	6	7	8	7/1	First Day of School (Year-Round)			
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	3	9	10	11	12	13	14	15	7/4	Independence Day Holiday			
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	4	16	17	18	19	20	21	22	8/29	First Day of School (Traditional)			
24	25	26	27	28	29	30	28	29	30	31	25	26	27	28	29	30	23	24	25	26	27	28	29	9/5	Labor Day Holiday								
31																				23	24	25	26	27	28	29	11/11	Veteran's Day Holiday					
																				30	31							11/21 - 11/25	Thanksgiving Break				
																												12/19 - 1/6	Winter Break				
NOVEMBER							DECEMBER							JANUARY							FEBRUARY							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	4	5	10					1	2	3	13	1	2	3	4	5	6	7					1	2	3	4	1/16	MLK Day Holiday
6	7	8	9	10	11	12	11	4	5	6	7	8	9	10	14	8	9	10	11	12	13	14	16	5	6	7	8	9	10	11	2/17 - 2/20	Presidents' Day Weekend	
13	14	15	16	17	18	19	12	11	12	13	14	15	16	17	15	15	16	17	18	19	20	21	17	12	13	14	15	16	17	18	3/13 - 3/17	Spring Break	
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	1	19	20	21	22	23	24	25	5/29	Memorial Day			
27	28	29	30				25	26	27	28	29	30	31	29	30	31	26	27	28	6/13	Last Day of School - Traditional												
																			6/14	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						
			1	2	3	4	6						1	9	1	2	3	4	5	6	14					1	2	3	Contract Start and End Dates				
5	6	7	8	9	10	11	7	2	3	4	5	6	7	8	10	7	8	9	10	11	12	13	15	4	5	6	7	8	9	10	First & Last Day of School		
12	13	14	15	16	17	18	9	10	11	12	13	14	15	11	14	15	16	17	18	19	20	16	11	12	13	14	15	16	17	Paid Holidays (FT)			
19	20	21	22	23	24	25	8	16	17	18	19	20	21	22	12	21	22	23	24	25	26	27	17	18	19	20	21	22	23	24	Paid Flex (Non-school/contract) Days (FT)		
26	27	28	29	30	31	23	24	25	26	27	28	29	13	28	29	30	31	25	26	27	28	29	30	25	26	27	28	29	30	Professional Development Days			
							30																						New Teacher PD				
																													186	Days worked			



Board Approved March 03, 2022

 1/13/2023

Elite Academic Academy 2022/2023 Staffing Calendar - Payroll

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	1	2	3	4	5	6	1	2	3									1	2	3	4	5	6	7	8	7/4	Independence Day Holiday					
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10					2	9	10	11	12	13	14	15	9/5	Labor Day Holiday				
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17					3	16	17	18	19	20	21	22	11/11	Veteran's Day Holiday				
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24					4	23	24	25	26	27	28	29	11/21 - 11/25	Thanksgiving Break				
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30							30	31						12/19 - 1/6	Winter Break				
31																																1/16	MLK Day Holiday					
NOVEMBER							DECEMBER							JANUARY							FEBRUARY							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	4	5				1	2	3																								2/17 - 2/20	Presidents' Day Weekend
6	7	8	9	10	11	12																														3/13 - 3/17	Spring Break	
13	14	15	16	17	18	19																														5/29	Memorial Day Holiday	
20	21	22	23	24	25	26																																
27	28	29	30																																			
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											
			1	2	3	4																															Semi-Monthly Payroll	
5	6	7	8	9	10	11																														Monthly/Semi-Monthly Payroll		
12	13	14	15	16	17	18																														Holidays		
19	20	21	22	23	24	25																																
26	27	28	29	30	31																																	



Board Approved March 03, 2022



Local Educational Agency (LEA) Information

Grant Title: Career Technical Education Incentive Grant (CTEIG)

LEA Name:
(Do Not Abbreviate)

CDS Code Number:

CTEIG Coordinator Name:

CTEIG Coordinator Email:

Funding Terms:	7/1/2020-12/31/2022
	7/1/2021-12/31/2023

Due Date: **1/31/2023**

CERTIFICATION

I certify that the expenditures reported on the CTEIG Expenditure Report have been made, that all obligations have been liquidated, and that this grant has been conducted in accordance with applicable laws and regulations. The approved application for this grant, including any approved amendments, and full records of receipts and expenditures have been maintained and are available for audit.

Printed Name and Title of
Superintendent or Designee:

Email Address of
Superintendent or Designee:

Signature of
Superintendent or Designee: Date:

Failure to submit your completed Annual Expenditure Report and Signature Page will result in the LEA being ineligible for the next round of CTEIG funding.

To upload your completed Signature Page (PDF) and Annual Expenditure Report (XLSX) refer to the exFiles Upload Procedures in the CTEIG expenditure report webinar.

2023 Career Technical Education Incentive Grant (CTEIG) Annual Expenditure Report

California Department of Education - December 2022

Spending Amounts

Reviewed By:
CDE Use Only

Instructions: Complete Table A below to populate Table B. Include ALL expenditures and matching funds for ALL rounds of funding.

Do NOT report on an accrual basis. The expenditures reported for each grant year in Table A must NOT exceed the allocations received for each grant year in Table B.

Example: If your allocation for a grant year was \$1,000,000 (entered in Table B), you must report how much of the \$1,000,000 allocation

has been spent in the corresponding CTEIG expenditure column (Table A). Enter CTEIG Allocation amounts only in Table B.

LEA Name: Elite Academic Academy Lucerne						CDS Code: 36 75051 0136960	
Table A		Final Report					
Object Code	Object Code Title	2020-21 (1:2) All CTEIG Expenditures	2020-21 (1:2) LEA Match (Actual)	2021-22 (1:2) All CTEIG Expenditures	2021-22 (1:2) LEA Match (Actual)	Total CTEIG Expenditures	Total LEA Match (Actual)
1000	Certified Personnel Salaries	\$304,561.00	\$202,882.00	\$109,882.41	\$73,254.94	\$414,443.41	\$276,136.94
2000	Classified Personnel Salaries	\$44,931.00	\$29,931.00	\$38,542.46	\$25,694.97	\$83,473.46	\$55,625.97
3000	Employee Benefits	\$85,198.00	\$56,754.00	\$34,194.03	\$22,796.02	\$119,392.03	\$79,550.02
4000	Books and Supplies	\$81,756.00	\$54,461.00	\$1,398.66	\$932.44	\$83,154.66	\$55,393.44
5000	Services and Other Operating	\$23,608.00	\$15,726.00	\$76,607.44	\$51,071.63	\$100,215.44	\$66,797.63
6000	Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7000	Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Totals	\$540,054.00	\$359,754.00	\$260,625.00	\$173,750.00	\$800,679.00	\$533,504.00

Table B	Funding Round Year	Match Ratio	Total CTEIG Allocation	Allocation Minus 10% Withheld Until Final Report Received	Total CTEIG Expenditures	CTEIG Balance to Spend	LEA Minimum Match	Total LEA Match (Actual)
Final Report	2020-21	1:2	\$179,877.00	\$0.00	\$540,054.00	(\$360,177.00)	\$359,754.00	\$359,754.00

	2021-22	1:2	\$86,875.00	\$78,187.50	\$260,625.00	(\$173,750.00)	\$173,750.00	\$173,750.00
	Totals		\$266,752.00		\$800,679.00	(\$533,927.00)	\$533,504.00	\$533,504.00

* if negative number, match wasn't met

[CDE USE - Enter
Reviewer Name]

LEA Matching Funds Status*
\$0.00

\$0.00
\$0.00

2023 Career Technical Education Incentive Grant (CTEIG)

California Department of Education - December 2022

Spending Narrative Example

Instructions: Give a narrative description of the spending of your grant.

When describing expenditures of your match include resources (funds, personnel, etc.)

Object Code - Title	2020-21 CTEIG Expenditures Narrative FINAL REPORT
1000 - Certificated Salaries	Teacher stipends to obtain teacher credentials, course outlines updates, summer CTE workshops to develop/improve pathways, CTSO Advisor stipends.
2000 - Classified Salaries	Half-time fiscal clerk.
3000 - Employee Benefits	Benefits for above salaries for special projects, rate = 20% of salary.
4000 - Books and Supplies	Upgraded computers and equipment for all ICT, AME Engineering courses. Upgraded equipment in Auto program. Purchased products for Agriculture, Hospitality, AME, ICT, and Energy pathways.
5000 - Services and Other Operating Expenses	Professional Development Conference – CATA, ACTE, Educating for Careers, CTSO Students to State/National CTSO conferences – must include copy of approved waiver for 2017-18 for out of state travel.
6000 - Capital Outlay	Capital Equipment for Manufacturing, AME, Auto, Construction. Site improvements for Auto shop, Culinary classroom.
7000 - Indirect Costs	Indirect charged at state approved rate of xx% (This will differ with each district).

Spend-down Summary

Instructions: Detail plans to spend remaining 10% of CTEIG award for the remaining 10% that includes timelines, proposed purchases, and pr

TEIG) Annual Expenditure Report

funds.

non-CTEIG sources of funds).

2020-21 Matching Funds Narrative FINAL REPORT

36 CTE Teacher Salaries - LCAP

CTE dedicated Career Center Technicians- LCAP

Benefits for CTE Teachers - LCAP

Beefed up wireless routers and servers in CTE rooms. Bigger, cooler printers. Photo-quality paper, and lots of it. Seed-money for student-run businesses (profits go back into the CTE program). - Perkins, CPA, Ag Incentive, LCAP.

Included admin & counselors not directly supervising CTE in CTE conferences. Hired a consultant to organize curriculum re-write & new course outlines & help CTE teachers w/ aligning academic standards. Perkins, CPA, AG Incentive, LCAP.

None

None

2020-21. Demonstrate a clear plan for spending down
professional development activities.

2023 Career Technical Education Incentive Grant (CTEIG)

California Department of Education - December 2022

Spending Narrative - FY 2020–21

Object Code - Title	2020–21 CTEIG Expenditures Narrative FINAL REPORT
1000 - Certificated Salaries	CTE Part-time counselor salary, CTE Curriculum course outline and course development teacher stipends, TOSA Salary
2000 - Classified Salaries	Administrative assistants for CTE Salary & part-time CTE Tech support salary
3000 - Employee Benefits	Benefits for Administrative Assistant & Part-time tech support
4000 - Books and Supplies	Purchasing of curriculum for Hospitality and Tourism Pathway, Instructional supplies for Arts and Media CTE Pathway, Hospitality and Tourism Pathway and Marketing pathway to maintain industry standards. Work based learning activities and out of school-day learning opportunities.
5000 - Services and Other Operating Expenses	Industry software licenses for students in Marketing pathway, Community partner CTE learning/industry learning experiences
6000 - Capital Outlay	N/A
7000 - Indirect Costs	N/A

Spend-down Summary

Instructions: Detail plans to spend remaining 10% of CTEIG award for 2023-24, including the remaining 10% that includes timelines, proposed purchases, and professional development.

Plans to spend the remaining amount of the 20-21 CTEIG funds would be (Patient Care) by paying a CTE Sport Medicine consultant to create a sequential development of 4 semester courses with CTE and academic aligned focus developed and implemented within our school to provide students with the community college, a certificated program or a four-year university. The current A-G submission. Supplies to support the hands-on learning and activities for student use (online labs experiences and training supplies). The courses for hybrid learning and instruction. The first two semester courses will be ready for student learning and consultant payment by July for summer learning and September for Fall Semester.

G) Annual Expenditure Report

**2020–21 Matching Funds Narrative
FINAL REPORT
(include funding source)**

CTE Teacher Salaries, CTE Director Salary, (LCFF) (LCAP)

Consultant for CTE Pathway development part-time (LCFF) (LCAP)

Benefits for CTE Teachers, CTE Counselor and CTE Directors (LCFF) (LCAP)

Chromebooks for student curriculum and instruction access with wifi access, technology upgrades for curriculum and program access, shipping from Mimeo for curriculum access. Arts and Media CTE Pathway, Hospitality and Tourism Pathway and Marketing pathway curriculum programs and certificate programs. (LCFF) (LCAP)

Computer access for students with Technology, Canvas Online Platform to access curriculum, field trip experiences for students (LCFF) (LCAP)

N/A

N/A

20-21. Demonstrate a clear plan for spending down professional development activities.

to finish developing our Sports Medicine Pathway
sequence of courses that completes an entire pathway. The
text as well as industry aligned relevant curriculum will be
an opportunity to feed into a medical program at the
curriculum will be submitted through the UC Doorways for
for the Sports Medicine pathway will also be purchased
resources will be placed in Canvas as well as printed materials
ready for Summer learning by July 1, 2022 and the last
September 2022. Materials will be sent to students for

2023 Career Technical Education Incentive Grant (CTEIG)

California Department of Education - December 2022

Spending Narrative - FY 2021-22

Object Code	2021-22 CTEIG Expenditures Narrative
1000 - Certificated Salaries	Teacher stipends to create custom CTE Curriculum to complete pathway programs and articulate curriculum with Community Colleges. Teacher stipends to create Career Exploration course for middle school and high school 9th grade students to support pathway recruitment. Extra Service Hours for CTE Teachers for in-person field trips and hands on experiences for student learning.
2000 - Classified Salaries	CTE Sports Medicine Industry expert IC for writing Sport Medicine Curriculum
3000 - Employee Benefits	Benefits for 50% CTE counselor and Administrative Assistant for CTE
4000 - Books and Supplies	Purchased books and supplies for the Recreation pathway. Purchase of Chromebooks and software (Stukent) for Marketing pathways students. Software for Career Exploration course.
5000 - Services and Other Operating Expenses	Internship and learning experiences with Community Partners, CTE Conference registration costs, Professional Development conferences for Career Education.
6000 - Capital Outlay	None
7000 - Indirect Costs	None

Spend-down Summary - FY 2021-22

Instructions: Detail plans to spend remaining 2021-22 CTEIG funds (not
Demonstrate a clear plan for spending down remaining grant dollars such as
and professional development activities.

All funds have been spent.

EIG) Annual Expenditure Report	
Page 4 of 4	
2021-22 Matching Funds Narrative	
Marketing Teacher, Education Pathway teacher, Performing Arts Teacher, Recreation Teacher Salaries-LCFF (LCAP) funding source, Counselor Salary-LCFF (LCAP) Funding Source CTE Director Salary-LCFF (LCAP)	
Administrative Assistant for CTE Department-Salary - (LCAP) LCFF	
Benefits for CTE Teachers.- (LCAP) LCFF	
Mimeo printing/shipping for Curriculum. High Quality paper for Digital Design/Marketing pathway. Instructional Supplies for all CTE Pathways, Instructional supplies for Sports Med. Pathway, Performing Arts Pathway equipment, Recreation Pathway supplies for design thinking projects, Marketing Pathway, Education Pathway and Construction Pathway. Certificate options for students to obtain and train for industry certificates. Stipends for CTE teachers to re-write courses after <u>Advisory board meetings and align with latest industry</u>	
CTE Travel Expenses for conferences, Travel expenses for Field trips and hand-on experiences for learning. LCFF (LCAP)	
None	
None	

pt included in the spending narrative above) prior to 12/31/23.	
ch as timelines, proposed purchases,	



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

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

Estimate of Charges

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

<u>Food</u>			
Quantity	Item	Price	Amount
8	The Deluxe Continental Breakfast	\$ 27.00	\$ 216.00
8	Taste of Italy Luncheon Buffet	\$ 53.00	\$ 424.00
		Subtotal:	\$ 640.00
		Service Charge:	\$ 147.20
		Sales Tax 8.75%:	\$ 68.88
		Food Total:	\$ 856.08
<u>Audio Visual</u>			
Quantity	Item	Price	Amount
1	Audio Visual Item	\$26,704.09	\$26,704.09
		Subtotal:	\$26,704.09
		Service Charge:	\$.00
		Audio Visual Total:	\$26,704.09
<u>Labor</u>			
Quantity	Item	Price	Amount
1	Buffet Labor Fee	\$ 150.00	\$ 150.00
		Subtotal:	\$ 150.00
		Service Charge:	\$ 34.50
		Sales Tax 8.75%:	\$ 16.14
		Labor Total:	\$ 200.64
		Check Grand Total	\$27,760.81
		Deposit Paid	\$5,500.00
		Balance Due	\$22,260.81

**Total Cost Split
Between Schools**

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



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

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

Estimate of Charges

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

<u>Food</u>			
Quantity	Item	Price	Amount
120	The Deluxe Continental Breakfast	\$ 27.00	\$3,240.00
120	Mexican Fiesta Luncheon Buffet	\$ 50.00	\$6,000.00
		Subtotal:	\$9,240.00
		Service Charge:	\$2,125.20
		Sales Tax 8.75%:	\$ 994.46
		Food Total:	\$12,359.66
<u>Labor</u>			
Quantity	Item	Price	Amount
120	Box Handling Fee	\$ 5.00	\$ 600.00
		Subtotal:	\$ 600.00
		Service Charge:	\$ 138.00
		Sales Tax 8.75%:	\$ 64.58
		Labor Total:	\$ 802.58
		Check Grand Total	\$13,162.24
		Deposit Paid	\$.00
		Balance Due	\$13,162.24

**Total Cost Split
Between Schools**

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



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

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

Estimate of Charges

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

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

**Total Cost Split
Between Schools**

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



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

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

Estimate of Charges

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

Food			
Quantity	Item	Price	Amount
120	The Deluxe Continental Breakfast	\$ 27 00	\$3,240.00
		Subtotal:	\$3,240.00
		Service Charge:	\$ 745.20
		Sales Tax 8.75%:	\$ 348.71
		Food Total:	\$4,333.91
		Check Grand Total	\$4,333.91
		Deposit Paid	\$ 00
		Balance Due	\$4,333.91

Total Cost Split
Between Schools

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

GUEST ROOM LETTER OF AGREEMENT**GROUP ARRIVAL DATE:** January 29, 2023 **GROUP DEPARTURE DATE:** February 03, 2023

Group Name: Elite Academic Academy
 Name of Event: Elite Academic Academy Professional Development 2023
 Contact: Gena Altamirano
 Address: 43414 Business Park Drive
 City: Temecula State: California
 Zip: 92590
 Telephone#: 951-528-4247
 E-mail: galtamirano@eliteacademic.com

ROOM COMMITMENT:**GROUP DATES:** January 29, 2023 - February 03, 2023

Group Dates		Sun 01/29/2023		Mon 01/30/2023		Tue 01/31/2023		Wed 02/01/2023	
Room Types	Occupancy	Rooms	Rate	Rooms	Rate	Rooms	Rate	Rooms	Rate
Deluxe	Single/Double	01	\$209.00	01	\$209.00	201	\$209.00	1191	\$209.00
Junior Suite	Single/Double	71	\$209.00	71	\$209.00	71	\$209.00	71	\$209.00
		Thu 02/02/2023							
	Occupancy	Rooms	Rate						
Deluxe	Single/Double	1091	\$209.00						
Junior Suite	Single/Double	71	\$209.00						

Total Room Nights Contracted: 295

All room rates are subject to occupancy tax, currently at 13% per night and the CA Tourism Assessment Fee of 0.195% of the total room revenue. Rates are quoted single or double occupancy, each additional guest is \$25.00 per night, plus tax.

CUT-OFF DATE:

The cut-off date for your group will be **Friday, December 30, 2022**. Rooms not reserved by this date will be immediately released for general sale. The Hotel will continue to accept your attendees' reservations after this date based on space available basis, subject to availability, at the current available rate(s). Check-in time is 4:00pm. Room assignment prior to check-in time is subject to availability. Check-out time is 11:00am.


DEPOSIT:

Deposit fees are non-refundable and non-transferable. The first deposit of **\$5,500.00** is due in full upon receipt of the signed Catering Confirmation Agreement. Lack of payment of the initial deposit, any subsequent deposits or the final payment may result in the cancellation of your event.

ROOM RESERVATIONS:

Room reservations are to be made by each individual guest attending your event by **Friday, December 30, 2022**. Each attendee should contact the Hotel's Room Reservations Department at 800-843-7755 or 951-784-0300, extension 850. Attendees must reference the **Elite Academic Academy Professional Development 2023** when making their reservation(s).

The Hotel will require a major credit card or check for one night's deposit stay to guarantee each reservation. The first night's deposit will be applied to each reservation. The advance deposit check must be received a minimum of thirty (30) business days prior to arrival. Individual reservations must be cancelled a minimum of forty-eight (48) hours in advance to avoid cancellation charges equal to one night's stay. Group is financially responsible for achieving the contracted amount of room nights regardless of individual cancellations referenced above.

Patron Initials: 

Please note that the Patron's contracted group rate may not be available for dates outside the contracted room block. For pre and post night reservations, please contact the Hotel's Room Reservations Department at 800-843-7755 and reference the group name of **Elite Academic Academy Professional Development 2023**. Pre and post night reservations are subject to availability at the prevailing rates.

BILLING PROCEDURES:

The Hotel will require a credit card from each guest that checks in. All guests will be required to provide a credit card to be placed on their reservation at check in. The credit card will then be authorized for \$75 per day. If a guest chooses to pay cash at check in for room, tax and parking if applicable they will be required to leave a credit card for incidentals. At check out if the guest has no additional charges the \$75 per day authorization will be released.

The exception to the requirement of a credit card will be for a guest that has all their charges taken care of by the group (Master Bill All Charges), company (Direct Bill All Charges) or a credit card authorization form has been received indicating All Charges to be paid.

Individuals to Pay All Charges - Each guest in your block will be responsible for all of his/her charges, including but not limited to room rate, occupancy tax and all incidental charges. The first night's deposit will be applied to each reservation.

All meeting/event charges (including, but not limited to food, beverage, room rental, audio visual and all applicable taxes and service charge) will be billed to the master account.

CONCESSIONS:

The Mission Inn Hotel & Spa is pleased to offer the following concessions:

- Complimentary use of the fitness center
- (7) Seven complimentary upgrades to Jr. Suite at group rate of \$209.00 per night
- Complimentary internet in all guests sleeping rooms
- 10% discount on any Kelly's Spa services
- \$5.00 discounted- Self parking prevailing rates
- Complimentary use of the business center

GUEST ROOM USAGE:

In consideration of the local noise ordinances and a courtesy to surrounding hotel guests, the Hotel does not allow parties or social gatherings in any of our guest rooms. Only registered guests (up to four per room) may occupy guest rooms.

GUEST ROOM CANCELLATION:

In the event of cancellation of a sleeping room reservation, please notify the Hotel at least forty-eight (48) hours in advance of the arrival date to avoid any penalty billing. An early departure fee of \$50.00 will be charged if a guest departs prior to the scheduled departure date and fails to provide the Hotel with a forty-eight (48) hour notice. Group is financially responsible for achieving the contracted amount of room nights regardless of individual cancellations referenced above.

ROLLAWAY BED POLICY:

There is a \$25 nightly fee charge for rollaway bed requests.

SMOKING ORDINANCE:

The City of Riverside and State of California ordinances state that smoking is not permitted in any enclosed public area, including banquet rooms, hotel lobbies and restrooms. A \$250 amount is charged to guests that violate the non-smoking policy.

LATE CHECK-OUT REQUEST:

Late check-out is granted based on availability on the day of departure. Late check-out fee @ r y from half-day rate to a full day rate.

Patron Initials: df

SPECIFIC ROOM REQUEST:

Our guestrooms are unique. A specific room and bed type may be requested but is not guaranteed.

INTERNET FEE:

Access to the internet is free in the hotel Lobby area. There is a \$9.95 nightly WIFI fee for all guestrooms unless otherwise contracted.

SCHEDULE OF EVENTS:

Date	Start Time	End Time	Event Class	Room	Setuo	AGR
Mon, 1/30/23	8:00AM	5:00 PM	Breakfast Buffet	Ho-0-Kan	Rounds	7
Mon, 1/30/23	12:00 PM	1:00 PM	Lunch Buffet	Ho-0-Kan	Rounds	7
Tue, 1/31/23	8:00AM	5:00 PM	Breakfast Buffet	Ho-0-Kan	Rounds	27
Tue, 1/31/23	12:00 PM	1:00 PM	Lunch Buffet	Ho-0-Kan	Rounds	27
Wed, 2/1/23	8:00AM	5:00 PM	Breakfast Buffet	Galleria/Atria	Rounds	120
Wed, 2/1/23	12:00 PM	1:00 PM	Lunch Buffet	Galleria/Atria	Rounds	120
Wed, 2/1/23	5:00 PM	7:00 PM	Cocktail Reception	Galleria/Atria	Rounds	127
Thu, 2/2/23	8:00AM	5:00 PM	Breakfast Buffet	Galleria/Atria	Rounds	127
Thu, 2/2/23	12:00 PM	1:00 PM	Lunch Buffet	Galleria/Atria	Rounds	127
Thu, 2/2/23	1:00 PM	5:00 PM	Breakout-1	Santa Barbara	Rounds	30
Thu, 2/2/23	1:00 PM	5:00 PM	Breakout-2	Renaissance Salon B	Rounds	30
Thu, 2/2/23	1:00 PM	5:00 PM	Breakout-3	Renaissance Salon A	Rounds	30
Thu, 2/2/23	1:00 PM	5:00 PM	Breakout-4	Dionitaries Parlor	Rounds	30
Fri, 2/3/23	8:00AM	5:00 PM	Breakfast Buffet	Galleria/Atria	Rounds	120

MEETING/FUNCTION SPACE:

Meeting/function space is reserved only for the time indicated. The function space designated for the Event carries minimum and maximum attendance requirements. If Patron's final guaranteed number of attendees is lower or higher than these numbers, the Hotel reserves the right to transfer your event to another function space and/or charge a room rental (or additional room rental) to you based on the established Hotel rental schedule. For all meal functions, the guaranteed number of attendees must be communicated to the Convention Services Manager at least four (4) business days prior to your function. If no guaranteed number of attendees is communicated, the expected number of attendees will be considered the final guarantee of attendance. The Hotel will set for five percent (5%) over and above the final guarantee of attendance. Any further room set-up requests will be subject to additional room rental fees.

FUNCTION SPACE ADJUSTMENT:

Please note that function space was assigned by the contracted amounts of food & beverage. Room rental fee, if applicable, will be applied if the group attendance drops below the estimated food and beverage revenue from the date of booking. Also note, if room sets changed from agree upon set-up at point of preconvention meeting, an applicable labor fee will be charged. If additional meeting space is added after signature of the contract, additional room rental will be applied.

FOOD MINIMUM:

Based on the Patron's program requirements and the Hotel's minimum food guidelines, the Patron's expected banquet revenue contribution is **\$8,000.00**, plus service charge and sales tax. This minimum must be achieved regardless of decrease in attendance or change in the program. Should the Patron not meet the food minimum, the difference will be assessed as meeting room rental. **Cash bar totals will not be integrated into the food and beverage minimum.**

Patron Initials: _____

It is agreed that all on-site food and beverage arrangements will be made through the Hotel. Licensing restrictions require that only food and beverage purchased by the Hotel be served on the Hotel property. The Hotel reserves the right to cease any food and/or beverages brought into the Hotel's function/meeting space during the course of your events. The Hotel reserves the right to cease service of alcoholic beverages in the event that person(s) under the state mandated age limit are present at the function and attempt to receive service of alcoholic beverages. In addition, the Hotel may request proper identification (photo ID) of any person of questionable age and refuse alcoholic beverage service if either the person is under-age or proper identification cannot be produced. The Hotel reserves the right to refuse alcoholic beverage service to any person who, in the Hotel's judgment, appears to be intoxicated. Consuming raw or uncooked meat, poultry, seafood, shellfish or eggs may increase your risk of food borne illness, especially if you have certain medical conditions. Please inform your catering manager if you have any allergy of any type of food.

Multiple/ Split Entrees (maximum of two (2) selections) are available. The hotel must be provided with the exact count of each entree item four (4) business days prior to the event. All guests must be provided with meal tickets or place cards indicating their entree selection. All meals served will be charged at the higher entree menu price.

ESTIMATED BALANCE:

Your estimated balance is due 30 days prior to your event in the form of a cashier's check, cash or credit card. Personal or company checks will not be accepted (60) days prior to the event date.

Please send checks Attention:
The Mission Inn Hotel & Spa
Accounts Receivable
3649 Mission Inn Ave.
Riverside, CA, 92501

Any additional charges, based on the final guarantee will be due prior to your event. Any additional charges incurred during your event will be paid directly to the Banquet Captain at the conclusion of your event.

DIRECT BILLING:

Direct billing requests must be approved through our Credit Manager with a minimum projected total event balance of \$5,000.00. The enclosed direct bill application must be completed for all accounts requesting direct billing privileges and is to be updated annually for those accounts with approved direct billing. Please allow thirty (30) days for direct billing application processing. Once reviewed and processed, an additional deposit or full pre-payment may be required. Upon approval from our Credit Manager, a direct billing account will be established and all meeting and function charges will be billed to this account. The Contact Name outlined on this Agreement will be the only person authorized to approve charges to your master account (unless otherwise specified). Unless guaranteed by our organization, each attendee will be required to establish credit upon check-in.

A final invoice (the "Invoice") of all outstanding amounts will be prepared at the close of your Event. Final payment is due immediately upon receipt of the Invoice, unless prior billing arrangements have been made with the Hotel's Credit Manager. Accounts not paid within thirty (30) days of the billing date are subject to a one and one half (1 ½%) percent interest rate per month (18% annually) until paid, unless this rate exceeds the maximum rate permitted by applicable laws, in which event the maximum legal percentage rate will apply.

PRICE CHANGES:

All menu prices are subject to change without notice. The prices do not include tax and service charges. All charges on your banquet event order are subject to service charge and applicable sales taxes. In accordance with California regulation # 6103, all service charges are applicable for sales tax. All food and beverage charges will be determined by the hotel twelve (12) months prior to the group's event date. The Hotel will guarantee the maximum early compounded increase of the food and beverage charges will not exceed 5% annually.

Patron Initials:  _____

PARKING:

The Hotel operates the five-hundred (500) stall parking garage on 6th Street, located directly behind the hotel. Parking rates are subject to change without notice. Current parking rates are as follows.

Registered Hotel Guests:	Self-Parking is \$17.00 per night Valet Parking is \$23.00 per night
Non-Registered Hotel Guests:	Current posted rates apply for Self & Valet Parking

Registered hotel guest parking rates include "in" and "out" privileges. Parking rates are subject to change without notice.

GIFT BAGS/ ROOM DELIVERIES:

The charge for gift bags to be distributed at the Front Desk is \$10.00 per bag. The charge for guest room deliveries starts at \$20.00 per bag, per room. All amenity delivery charges will be billed to the Patron's master account. Please contact the Front Desk directly to coordinate bag deliveries.

BELL PERSON ASSISTANCE WITH EVENT ITEMS:

Should you require assistance for receiving and delivery of event items/boxes to event room, or guestroom locations by Bell Person, there will be a one-time \$50.00 fee (fee includes round trip services). Please advise your Service Manager on the details of your items so they can coordinate with our Bell Staff.

SECURITY:

The Hotel requires security for events of 100 or more guests if alcohol will be served. One security guard for every 100 guests is required, two security guards are required for 200 or more guests. The Hotel security fee is \$200.00 per security guard. Group agrees to advise its guests that they are responsible for safekeeping of their personal property.

EXCLUSIVE VENDOR LIST:

The Hotel's Exclusive Vendor List is an anecdotal reference of premiere service providers. A nominal fee of \$225.00 plus taxes and service charges will be incurred for each vendor retained outside of the Hotel's Exclusive Vendor List (pertains to photography & AV only). The Hotel assumes no liability for the quality of work and/or service performed by any vendors. Neither does the hotel bear responsibility for scheduling, coordination and details pertaining to said vendors. All outside vendors are required to carry liability insurance of a minimum of (\$1 million dollars) \$1,000,000.00. Proof of insurance must be faxed to your convention services manager no less than (2) two weeks prior to your event date.

SHIPPING AND RECEIVING BOXES

Receiving and Storage of box(es) and delivery to event room or guestroom locations incur a fee of \$5.00 per box, up to 10 lbs. Please advise your Catering/Conference Service Manager on the details of your shipment so they can coordinate with our Shipping/Receiving and Hotel Security. Boxes should be sent to the attention of your Catering/Conference Services Manager.

When sending packages, the following information should be noted on the package:

1. Name of Sender, Company of Sender, Address and Phone Number of Sender
2. Total Number of Boxes or Parcels (1 of 2, etc.)

The proper mailing address to be used is for the shipment of boxes or other parcels to our Hotel is as follows:

The Mission Inn Hotel & Spa
Hold for Arrival: Group Name and Meeting Planner
3649 Mission Inn Avenue
Riverside, CA 92501 USA

Patron Initials:



Due to limited storage space in our hotel, please ensure that your shipments arrive no earlier than three (3) days prior to arrival, as we may not be able to accept packages that arrive any earlier.

NOTE: Special arrangements must be made in advance if you are shipping five (5) packages or more and/or your single package is over our weight limit of 100 pounds. For quantities over five packages or weight limits, storage and portorage fees will be applied to your account at the prevailing rates. Any delivery of large crates or boxes (over 100 pounds) will need to be coordinated with hotel management prior to delivery and are subject to additional portorage fees.

This Hotel is not responsible for the safe or timely arrival of any package sent to the hotel. It is the guest's responsibility to check on the arrival of any packages and to check to ensure that the contents are intact. Our hotel accepts no liability for lost, stolen or damaged boxes or other parcels.

DAMAGES TO THE HOTEL & INDEMNITY:

The Patron shall be responsible for all damages, including property damages and/or personal injuries suffered or incurred by the Hotel or any employee or staff member of the Hotel or other guests of the Hotel caused by the negligence or misconduct of the Patron, or any invitee of, or outside contractor hired by the Patron. The Patron agrees to indemnify and hold harmless the Hotel, the Owner of the Hotel, the Operator of the Hotel, all entities affiliated with each of them and each of their respective officers, directors, employees and agents (the "Indemnities") of and from all actions, costs, claims, loses, expenses and/or damages, including reasonable attorney's fees, arising out of, or resulting from, the Event or the Patron's use of the services and facilities of the Hotel, unless the same are due to the gross negligence or willful misconduct of the Indemnities or any one or more of them. The Hotel assumes no responsibility for personal property or equipment brought into the Hotel.

FORCE MAJEURE:

If for any reason beyond the Hotel's or Patron's reasonable conduct (including but not limited to strikes, labor disputes; acts, regulations or orders of governmental authorities; civil disorder; disasters; acts of war in the United States of America; acts of God; acts of terrorism on the United States of America; epidemics or pandemics including outbreak of infectious diseases or illness in the city, country, governmental travel advisories, limited group gathering restrictions; fires; floods or other emergency conditions; any delay in necessary and essential repairs of the Hotel) it is impossible for the Hotel or the Patron to perform its obligations under this Agreement, such non-performance is excused and such party may terminate this Agreement without further liability of any nature, upon return of the Patron's deposit. In no event shall the Hotel or the Patron be liable for consequential damages of any nature for any reason whatsoever.


CHANGES TO THE EVENT:

The Patron will provide to the Hotel any changes to its attendance projections, guest room and function space requirements for the Event. All changes are subject to availability and all agreed upon changes will be confirmed by both parties in writing prior to the event.

FULL CANCELLATION OF EVENTS & ROOMS BLOCKED:

If the Patron cancels the Event and guest room commitment in its entirety, the Hotel shall have suffered damages equivalent to the lost revenues that the Hotel would have made from the sale of rooms, food and beverage, incidental purchases, etc. in connection with the Event. The parties acknowledge that it is difficult to quantify such damages and instead have agreed that the Hotel shall assess a fee (the "Fee") against the Patron as liquidated damages and not as a penalty (such damage amount agreed to be expressed as a percentage of Room and food and beverage revenue lost by the Hotel as a result of the said cancellation, as reasonably determined by the Hotel). At such time, the Hotel shall assess the Fee based upon the scale below.

Date of Cancellation	Liquidated Damages, Expressed as a % of Lost Rooms & F&B Minimum Revenue
Point of Signature to 120 days in advance	50%
61-120 days in advance	75%
60 days or less in advance of event	100%

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Notice of any cancellation must be received in writing and fee is payable no later than thirty (30) days after the cancellation has occurred. Any deposits made may be retained and applied toward payment of this fee.

ATTRITION:

If the Patron partially cancels the Event and/or rooms committed, the Hotel shall have suffered damages (equivalent to the lost revenues the Hotel would have made from the sale of guest rooms, food and beverages, incidental purchases, etc. in connection with the Event). The parties acknowledge that it is difficult to quantify such damages and instead have agreed that if the Patron cancels rooms or functions committed for the Event, the Hotel shall assess the Fee based upon the scale below.

Should partial cancellation or attrition occur in guest room commitment, the assessed cancellation fee will be based on the following scale:


Date of Signature -Arrival	20% attrition of <u>original</u> room commitment with no penalty. Rooms cancelled over and above 20% will be charged total lost guest room revenue.
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Attrition is calculated on a cumulative basis.

- If for any reason beyond the Hotel's or Patron's reasonable conduct (including but not limited to strikes, labor disputes; acts, regulations or orders of governmental authorities; civil disorder; disasters; acts of war in the United States of America; acts of God; acts of terrorism on the United States of America; epidemics or pandemics including outbreak of infectious diseases or illness in the city, country, governmental travel advisories, limited group gathering restrictions; fires; floods or other emergency conditions; any delay in necessary and essential repairs of the Hotel) it is impossible for the Hotel or the Patron to perform its obligations under this Agreement, such non-performance is excused and such party may terminate this Agreement without further liability of any nature, upon return of the Patron's deposit. In no event shall the Hotel or the Patron be liable for consequential damages of any nature for any reason whatsoever.

AMERICANS WITH DISABILITIES ACT:

- Hotel and Patron each warrant that it's policies, practices, procedures and eligibility criteria are, to the extent applicable, in compliance with the American with Disabilities Act (the "ADA"). Both parties agree to be responsible for all architectural, communications and transportation barriers created by them or within their control within the Hotel. The Hotel covenants that the Hotel facilities, including meeting room areas and a sufficient number of guest rooms, will be reasonably accessible and usable by persons with disabilities. The Patron agrees that the Hotel shall not be liable for any violation in wheelchair seating requirements caused solely by the arrangements of the Patron.
- Hotel covenants that it will, at all times, possess the requisite number of auxiliary aids and services. The Patron, however, shall be responsible for the provision of such aids and services in areas designated for the exclusive use of the Patron. Recognizing that the Patron's needs may, at times, exceed the Hotel's obligations under the ADA, the Patron agrees to notify the Hotel reasonably prior to its Event, of the number and type of aids, services and rooms required by the Patron. The Hotel will promptly notify the Patron as to its capabilities. The Patron shall bear the responsibility of providing any aids, services or alternative lodging in excess of the Hotel's ADA obligations and capacities.
- The Hotel and Patron each agree to indemnify and hold the other harmless from and against any and all claims, liabilities, damages, penalties, costs (including reasonable attorney's fees), and expenses incurred by the other based upon the failure of the indemnifying party to comply with the ADA with respect to matters for which it bears responsibility under the preceding paragraphs.

Patron Initials: 

HOLD HARMLESS:

The Patron assumes entire responsibility and agrees to protect, indemnify, defend and save the Mission Inn and its employees, harmless from and against all claims, losses, expenses included without limitation, installation, removal, maintenance, occupancy or use of the Mission Inn premises or a part thereof by this Patron, excluding such liability caused by the sole negligence of the Mission Inn and its employees. In addition, this Patron acknowledges that the Mission Inn does not maintain insurance covering this Patron's property and it is the sole responsibility of this Patron to obtain insurance covering such losses.

The Mission Inn will not be responsible for any loss, damages or injury, bodily or to property that may occur at any function held on property, from any cause, whatsoever, prior to, during or subsequent to the period covered by this contract excluding such liability caused by the sole negligence of the Mission Inn and its employees.

MISCELLANEOUS:

Governing Law - This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Non-Waiver of Breach - The Hotel's failure to demand strict and full performance of any of the covenants or agreements on the part of the Patron to be observed, kept or performed, while the Patron is in default with respect to any such covenant or agreement, shall not be construed to be a waiver by the Hotel of any such default or breach of covenant.

Authority to Sign - If this Agreement is signed in the name of a corporation, partnership, association, club or society, the person(s) signing represents and warrants to the Hotel that he/she has full authority to sign such contract and that in the event he/she is not so authorized, he/she will be personally liable for the faithful performance of this Agreement.

Entire Agreement - This Agreement contains all of the understandings between the parties and may only be modified in writing signed by both parties.

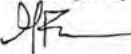
All arrangements outlined throughout this Agreement will be considered definite and confirmed once this Agreement is signed and returned to my office by **Thursday, September 22, 2022**.

The commitment of guest rooms and function space referred to in this Agreement shall be released automatically by the Hotel (herein referred to as the "Hotel") without notice to Elite Academic Academy Professional Development 2023 (herein referred to as the "Patron"), unless a fully executed copy of this Agreement has been received by the Hotel on or before **Thursday, September 22, 2022**. In the event that another organization requests the same or similar arrangements on a definite basis on or prior to the Option Date, and the Hotel cannot accommodate both functions, the Patron will be given written notice of such matter and be given seventy-two (72) hours in which to submit an executed copy of this Agreement (and the requisite deposit) to confirm the Commitment on a definite basis or any guest rooms and function space will be released.

Patron Initials: _ _ _ _ _

ACCEPTED:

("PATRON")

DocuSigned by:


Per: _____
Meghan Freeman:4B t5 ** F5 g ...
9/22/2022

Date: _____

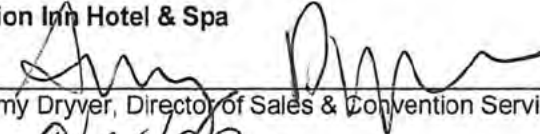
The Mission Inn Hotel & Spa



Per: _____
Opal Strong, Senior Sales Manager

Date: 9/22/2022

The Mission Inn Hotel & Spa



Per: _____
Amy Dryver, Director of Sales & Convention Services

Date: 9/18/22

Patron Initials: 

[Accessible Version](#)**Survey**

Universal PreKindergarten Planning and Implementation Grant Expenditure Data Collection Survey

Early Education Division

Overview

Under the provisions of California *Education Code (EC)* Section 8281.5, grant funds are allocated to school districts and charter schools with kindergarten enrollment in specific years and according to a specified formula. In addition, funds are allocated to county offices of education to support countywide planning and capacity building for Universal PreKindergarten (UPK).

Grant funds may be used for costs associated with creating or expanding California State Preschool Programs or transitional kindergarten (TK) programs, or to establish or strengthen partnerships with other providers of prekindergarten education within the local educational agency (LEA), including Head Start programs, to ensure high-quality options for prekindergarten education are available for four-year-old children. Allowable costs include, but are not limited to: planning costs, hiring and recruitment costs, staff training and professional development, classroom materials, and supplies.

As a condition of receipt of UPK funds, LEAs must provide program data to the California Department of Education (CDE). The CDE shall initiate collection proceedings for grant funds used by LEAs in a manner inconsistent with the requirements in *EC* 8281.5, including, but not limited to, failing to submit expenditure reports.

Deadlines

Expenditure reports for the reporting period of May 1, 2022 to October 31, 2022 are due to the CDE on December 31, 2022.

Expenditure reports for the reporting period of November 1, 2022 to April 30, 2023 are due to the CDE on May 31, 2023.

Expenditure reports for the reporting period of May 1, 2023 to October 31, 2023 are due to the CDE on November 30, 2023.

Expenditure reports for the reporting period of November 1, 2023 to April 30, 2024 are due to the CDE on May 31, 2024.

Expenditure reports for the reporting period of May 1, 2024 to October 31, 2024 are due to the CDE on November 30, 2024.

Expenditure reports for the reporting period of November 1, 2024 to April 30, 2025 are due to the CDE on May 31, 2025.

Expenditure reports for the reporting period of May 1, 2025 to October 31, 2025 are due to the CDE on November 30, 2025.

Expenditure reports for the reporting period of November 1, 2025 to April 30, 2026 are due to the CDE on May 31, 2026.

Expenditure reports for the reporting period of May 1, 2026 to June 30, 2026 are due to the CDE on November 30, 2026.

Instructions

All fields are required for submission unless otherwise noted as optional. The expenditure report will request expenditure information for the following sections: **Section I:** Contact Information, **Section II:** Submission Type, **Section III:** Local Educational Agency Information, **Section IV:** Certificated Salaries: Object Code 1000, **Section V:** Classified Salaries: Object Code 2000, **Section VI:** Employee Benefits: Object Code 3000, **Section VII:** Books and Supplies: Object Code 4000, **Section VIII:** Services and Other Operating Expenditures: Object Code 5000, **Section IX:** Subagreements for Services: Object Code 5100, **Section X:** Travel and Conferences: Object Code 5200, **Section XI:** Indirect Costs: Object Code 7000, **Section XII:** Interest Earned: Object Code 8000, **Section XIII:** Total Expenditure Amount.

If you do not intend to complete the survey in one session, you must select the Save Responses button located on the bottom of the screen. Once selected, you will be redirected to a new browser window to enter your email address. You will receive an email with a unique web address for entrance back into the survey. It is recommended that you save the application web address.

Note: LEAs may only complete one expenditure report per LEA semiannually. Please do not submit more than one report per reporting period for the same LEA.

For questions regarding this survey or for technical assistance, please send an email to UPKPlanningGrant@cde.ca.gov.

Section I: Contact Information

Please enter the contact information of the individual completing and submitting the expenditure report to the CDE for the LEA.

Contact

First Name:	<input type="text" value="Ashlea"/>
Last Name:	<input type="text" value="Kirkland"/>
Title:	<input type="text" value="Chief Student Development Officer"/>
Phone number: (999-999-9999)	<input type="text" value="866-354-8302"/>
Phone number extension: (optional)	<input type="text"/>
Email:	<input type="text" value="akirkland@eliteacademic.com"/>

Section II: Submission Type

Reporting Period:

▼

New Report: Select this option if your LEA is submitting an expenditure report for the first time this school year.

Revised Report: Select this option if your LEA previously submitted an expenditure (new report submission type) for this school year however a correction is needed to one or more responses previously submitted.

Submission Type:

- New report*
- Revised report*

This form will take the place of your original submission. Please make sure your updated data is accurate.

Section III: Local Educational Agency Information

Entity Type:

- School District
 Charter School
 County Office of Education

County

San Bernardino ▾

Local Educational Agency Name:

Elite Academic Academy - Lucerne, CDS: 36750510136960 ▾

Expenditure Data

Section IV: Certificated Salaries: Object Code 1000

Per the [California School Accounting Manual \(CSAM\)](#), certificated salaries are salaries for positions that require a credential or permit issued by the Commission on Teacher Credentialing (CTC).

Total Expenditures for Certificated Salaries:**Amount:**

20248.70

Of this total, what amount was spent on certificated staff recruitment for UPK?**Amount:**

0

Amount entered cannot exceed total amount entered for Total Expenditures for Certificated Salaries.

For which of the following items did you use funds? *(Please select all that apply.)*

Certificated staff salary

- Raises
 Hiring bonuses
 Stipends
 Other
 None

Recruitment of UPK certificated staff

- Recruiter fees
 Advertisements/promotional content (i.e., billboards, radio ads, web advertisements, flyers, etc.)
 Substitutes for hiring events/committees
 Consultants (i.e., strategic planning, professional development, etc.)
 Other
 None

Section V: Classified Salaries: Object Code 2000

Per the [CSAM](#), classified salaries are salaries for positions that do not require a credential or permit issued by the CTC.

Total Expenditures for Classified Salaries:

Amount:

Of this total, what amount was spent on classified staff recruitment for UPK?

Amount:

Amount entered cannot exceed total amount entered for *Total Expenditures for Classified Salaries*.

For which of the following items did you use funds? *(Please select all that apply.)*

Classified staff salary

- Raises*
- Hiring bonuses*
- Stipends*
- Other*
- None*

Recruitment of UPK classified staff

- Recruiter fees*
- Advertisements/promotional content (i.e., billboards, radio ads, web advertisements, flyers, etc.)*
- Substitutes for hiring events/committees*
- Consultants (i.e., strategic planning, professional development, etc.)*
- Other*
- None*

Section VI: Employee Benefits: Object Code 3000

Per the [CSAM](#), employee benefits are the employers' contributions to retirement plans and health and welfare benefits, including cash in lieu of benefits, for employees, their dependents, retired employees, and board members.

Total Expenditures for Employee Benefits:

Amount:

For which of the following items did you use funds? *(Please select all that apply.)*

Staff benefits

- Raises*
- Hiring bonuses*
- Stipends*
- Other*
- None*

UPK recruitment

- Recruiter fees*
- Advertisements/promotional content (i.e., billboards, radio ads, web advertisements, flyers, etc.)*
- Substitutes for hiring events/committees*
- Consultants (i.e., strategic planning, professional development, etc.)*
- Other*
- None*

Section VII: Books and Supplies: Object Code 4000

Per the [CSAM](#), books and supplies are books and supplies, including any associated sales tax or use tax and freight and handling charges.

Total Expenditures for Books and Supplies:

Amount:

For which of the following items did you use funds? *(Please select all that apply.)*

Topics

- Effective adult-child interactions*
- Preschool literacy*
- Math*
- Science*
- Social-emotional development*
- Mindfulness: meditation, yoga, etc.*
- Implicit bias and culturally and linguistically-responsive practice*
- Adverse childhood experiences (ACEs), trauma and healing informed practice, etc.*
- Equity, diversity, and restorative justice*
- Curriculum selection and implementation*
- Assessments and screenings*
- Desired Results Developmental Profile (DRDP)/ Early Childhood Environment Rating Scale (ECERS)/ Classroom Assessment Scoring System (CLASS)*
- Dual-language learner (DLL) support*
- Serving children with disabilities*
- Engaging families*
- Teaching pyramid*
- Play based learning*
- Other*
- None*

Classroom materials

- Size-appropriate furniture (i.e., chairs, tables, etc.)*
- Inclusion, accommodations, and adaptations (for students with disabilities for inclusion in general education settings)*
- Open-ended materials designed to promote discovery and creativity*
- Close-ended materials with a specific purpose and outcome*
- Culturally relevant materials in languages reflective of the students and families served by the LEA*
- Materials that support developing and facilitating practices to engage families and involve them in the program*
- Facilities upgrades (i.e., toilets; heating, ventilation, and air conditioning; doors; etc.)*
- Curriculum*
- Screening or assessment tools*
- Language and literacy*
- Computers and technology (i.e., laptops, tablets, subscriptions, etc.)*
- Science and discovery*
- Math and manipulatives*
- Outdoor materials (i.e., trikes, bikes, play equipment, sandbox, etc.)*
- Sensory and dramatic play (i.e., kitchen, theatre, etc.)*
- Other*

Please specify other expenses:

N/A

Supplies

- Stationary supplies (paper, envelopes, cardstock, etc.)
- Consumables (play dough, sand, paper, markers, crayons, etc.)
- Other
- None

Section VIII: Services and Other Operating Expenditures: Object Code 5000

Per the [CSAM](#), services and other operating expenditures are for services, rentals, leases, maintenance contracts, dues, travel, insurance, utilities, and legal and other operating expenditures. Expenditures may be authorized by contracts, agreements, purchase orders, and so forth.

Total Expenditures for Services and Other Operating Expenditures:

Amount:

Of the Services and Other Operating Expenditures total, what amount was spent on Subagreements for Services?

Amount:

Amount entered cannot exceed total amount entered for *Total Expenditures for Services and Other Operating Expenditures*.

Of the Services and Other Operating Expenditures total, what amount was spent on Travel and Conferences?

Amount:

Amount entered cannot exceed total amount entered for *Total Expenditures for Services and Other Operating Expenditures*.

Of the Travel and Conferences total, what amount was spent on Training?

Amount:

Amount entered cannot exceed total amount entered for *Travel and Conferences*.

Section IX: Subagreements for Services: Object Code 5100

Per the [CSAM](#), expenditures for subagreements and subawards pursuant to certain contracts, subcontracts, and subgrants.

What type of contracts did you enter with these funds? (Please select all that apply.)

- Consulting (includes professional development contracts)
- Membership (includes professional memberships)
- Deliverables (includes produced informational material or websites)
- Other
- None

Section X: Travel and Conferences: Object Code 5200

Per the [CSAM](#), actual and necessary expenditures incurred by and/or for employees and other representatives of the LEA for travel and conferences (EC sections 35044 and 44032). Included in this object are fees paid for those individuals to attend conferences or training classes.

For which of the following items did you use funds? (Please select all that apply.)

Travel

- Conferences
- Meetings
- Trainings
- Other
- None

Staff training topics

- Effective adult-child interactions
- Preschool literacy
- Math
- Science
- Social-emotional development
- Mindfulness: meditation, yoga, etc.
- Implicit bias and culturally linguistically-responsive practice
- ACEs, trauma and healing informed practice, etc.
- Equity, diversity, and restorative justice
- Curriculum selection and implementation
- Assessments and screenings
- DRDP/ECERS/ CLASS
- DLL support
- Serving children with disabilities
- Engaging families
- Teaching pyramid
- Play-based learning
- Other
- None

Staff trained

- TK–12 Administrators
- Early Education Administrators
- Teachers
- Trainers/contractors
- Instructional aides
- Support staff
- Other

Please specify other expenses:

N/A

Section XI: Indirect Costs: Object Code 7000

May not exceed the LEA's approved indirect cost rate (ICR). For approved LEA ICRs, please visit the [CDE ICR web page](#).

Total Expenditures for Indirect Costs:

Amount:

0

Section XII: Interest Earned: Object Code 8000

Earned interest accrued from grant funds. Interest earned may be used on grant expenditures in accordance with the funding terms and conditions.

Total Expenditures for Interest Earned

Amount:

0

Section XIII: Total Expenditure Amount

Combine all expenditure totals from Object Code 1000-8000.

Please verify this accounts for all expenditure amounts.

Total Expenditures in Reporting Period

Amount:

26204.00

Certification and Agreement

AGREEMENT: By signing this survey electronically, I, the District Superintendent, Charter School Administrator, or authorized designee, agree that my electronic signature is the legally binding equivalent to my handwritten signature.

- Yes
- No

CERTIFICATION: By signing this survey electronically, I, the District Superintendent, Charter School Administrator, or authorized designee, hereby certify, to the best of my knowledge, that all applicable state and federal rules and regulations have been observed, that the information contained in this report is correct and complete, and certify to retain all records, as required by applicable law.

- Yes
 No

Name of District Superintendent, Charter School Administrator, or authorized designee:

Ashlea Kirkland

Date:

12/26/2022

Print a copy of your completed expenditure report for your records before submitting it.

Note: By selecting the Print button below, you will be redirected to a new browser window to print the report. You must return to the previous browser window to submit your survey to the CDE.

Questions about the expenditure report can be directed to UPKPlanningGrant@cde.ca.gov.

Once you select the Submit button below, your expenditure report will be sent to the CDE and you will be redirected to the [CDE Elementary web page](#). An automatically generated email will be sent to the email address provided on your report to confirm your submission. Please check your email account's spam folder if you do not receive a confirmation email to your inbox.

DATE: 01 / 09 / 2023

INVOICE #: 1152

FROM: Heavy Skies Music, Inc.
c/o Derik Nelson
derik@deriknelson.com
8904 Kimmie St. SW #A
Tumwater, WA 98512
(360) 481-3657

TO: Elite Academic Academy

PAYMENT: Make check payable to **Heavy Skies Music, Inc.** or:
Venmo: @deriknelson • PayPal: www.PayPal.me/deriknelsonmusic

SERVICES PROVIDED	AMOUNT
Songwriting & Creative Music Workshop 2 intensive programs produced & instructed by Derik Nelson <i>Details specified in program outline sent via email; deliverables include:</i> <ul style="list-style-type: none">- 4 total weeks of live instruction- Elite-branded Student Workbook- 2 Virtual Concerts showcasing student performances, hosted live- 2 full production Group Music Videos	\$22,950.00
SUBTOTAL	\$22,950.00

DUE NOW \$11,475.00

DUE UPON DELIVERY OF PROGRAM \$11,475.00
Est. End March 2023

Nonclassroom-Based Funding Determination Form - Fiscal Year 2022-23

Information collected on this form is pursuant to *California Code of Regulations*, Title 5 (5 CCR). Instructions for completing this form can be found on the California Department of Education (CDE) website at <https://www.cde.ca.gov/sp/ch/nclrbifunddet.asp>.

Users should download and save the PDF prior to entering data into the form. The recommended program for completing the form is Adobe Acrobat Reader DC. Completing the form using the web browser may result in errors.

Section I. Charter School Information (Complete fields 1-18) 5 CCR 11963.3(a)(1) to (4)

1. Charter School Name		Elite Academic Academy - Lucerne													
2. Charter School Authorizer		Lucerne Valley Unified School District													
3. Charter School Number	1923	4. CDS Code	36750510136960												
5. Street Address				43414 Business Park Drive											
6. City	Temecula	7. County	Riverside	8. Zip Code	92590										
9. Contact Name			Meghan Freeman			10. Title			CEO						
11. Phone Number		866-354-8302		ext.		703		12. Email				mfreeman@eliteacademic.com			
13. Grade Levels Served			TK-12			14. Date Charter Expires (MM/DD/YYYY)			06/30/2025						
15. Funding Level Requested (Select one) <input checked="" type="radio"/> 100% <input type="radio"/> 85% <input type="radio"/> 70%															
16. Years Requested (Select one) <input type="radio"/> 2 <input type="radio"/> 3 <input type="radio"/> 4 <input type="radio"/> 5															
17. Funding Determination Period Requested				FY				2023-24		to		2027-28			
18. Charter School Deadline - Select one															
<input type="radio"/> Due Date: 12/1/22 To be heard at the March State Board of Education (SBE) meeting															
<input type="radio"/> Due Date: 2/1/23 To be heard at the May SBE meeting															
<input type="radio"/> Other Funding Determination (Specify in Section VI.3) Source Data FY												2021-22			

■ For an existing charter school that does **not** have an active funding determination, please use current-year budget data as the source data to complete the form.

■ For an existing charter school with a funding determination that expires at the end of FY 2022-23, use FY 2021-22 audited financial data.

■ If an existing charter school with a funding determination misses the February 1 deadline, the governing board of the charter school's authorizing local educational agency will need to request a waiver to submit a late funding determination request. The SBE may approve such waivers under the general authority, under *California Education Code (EC)* sections 33050-33053. Additional information regarding the waiver process is located on the CDE Waivers web page at <https://www.cde.ca.gov/re/lr/wr>.

Section II. Financial Information (Complete sections A, B, D, and E)

A. Total Resources (Complete lines A.1.a to A.1.d)

1. Revenues and Other Resources	<u>5 CCR 11963.3(a)(5)(A) and (6)</u>
a. Federal Revenues	\$502,721
(i) Enter amount of Public Charter Schools Grant Program included under Federal Revenues (Line A.1.a)	\$0
b. State Revenues	\$7,842,985
c. Local Revenues	\$10,186
d. Other Financing Sources	_____
e. Total Revenues (Sum of lines A.1.a to A.1.d)	<u>\$8,355,892</u>

B. Total Expenditures and Other Uses (Complete lines B.1 to B.4)

1. Instruction and Related Services	<u>5 CCR 11963.3(a)(5)(B) and (6)</u>
a. Salaries and Benefits	
(i) Certificated	\$4,222,747
(ii) Classified	\$466,205
b. Books, Supplies, and Equipment	\$587,924
c. Services and Other Operating Costs	
(i) Contracts for Instructional Services	\$1,238,720
(ii) Contracts for Instructional Support	\$300,658
(iii) All Other Instruction Related Operating Costs	\$0
d. Total Instruction and Related Services	<u>\$6,816,255</u>
2. Operations and Facilities	<u>5 CCR 11963.3(a)(5)(C) and (6)</u>
a. Salaries and Benefits	
(i) Certificated	\$0
(ii) Classified	\$0
b. Books, Supplies, and Equipment	\$0
c. Services and Other Operating Costs	\$0

B. Total Expenditures and Other Uses (Complete lines B.1. to B.4), continued

d. Facility Acquisition and Construction \$0

e. Total Operation and Facilities \$0

f. Allowable Facility Costs 5 CCR 11963.3(b)(7)

(i) Enter the total facility square footage occupied by the charter school 0 sqft.

(ii) Enter the total Classroom-Based P-2 ADA reported in the prior FY. DO NOT INCLUDE NCB ADA 0

(iii) Enter the total Student Hours attended by the NCB pupils at the school site in the prior FY 0

(iv) Calculated Facilities Costs \$0.00
 Lesser of line B.2.e or [(B.2.fii+(B.2.fiii/868))*1000

Allowable (Lesser of line B.2.e or B.2.fiv) \$0.00

3. Administration and All Other Activities 5 CCR 11963.3(a)(5)(D) and (6)

a. Salaries and Benefits

(i) Certificated \$0

(ii) Classified \$79,339

b. Books, Supplies, and Equipment \$3,698

c. Services and Other Operating Costs

(i) Contracts for Other Administrative Services \$0

(ii) Supervisorial Oversight Fee \$200,581

(iii) All Other Administration and Other Activities, Services and Operating Costs \$1,187,420

d. Total Administration and Other Activities \$1,471,038

4. Other Outgo and Other Financing Uses 5 CCR 11963.3(a)(5)(E) and (6)

a. Debt Service \$35,094

b. Transfers to local educational agencies \$0

c. All Other Transfers and Outgo \$0
Note - This must not be a negative value.

d. Total Other Outgoing and Other Financing Uses \$35,094

B. Total Expenditures and Other Uses, continued

5. Total Expenditures \$8,322,387
 (Sum of lines B.1.d, B.2.e, B.3.d, and B.4.d)

C. Revenues Over Expenditures - Surplus or (Deficit)

(Line A.1.e minus Line B.5) \$33,504

D. Fund Balance (Complete line D.a)

a. Enter Beginning Fund Balance (July 1) 5 CCR 11963.3(a)(5)(A) \$1,352,516
 b. Ending Fund Balance - June 30 (Line C plus Line D.a) \$1,386,020

E. Reserves (Complete lines E.a. to E.e)

If reserves in line E.a or E.b are more than \$50,000 or over 5% of total expenditures, provide an explanation in Section III.6, pursuant to 5 CCR 11963.3(a)(5)(F).

	% of Expenditures	
a. Designated for Economic Uncertainties	4%	\$298,276
b. Facilities Acquisition or Capitol Projects	0%	\$0
c. Reserves Required by Charter Authorizer	0%	\$0
d. Other Reserves (Explain in Section III.5)	0%	\$0
e. Unassigned/Unappropriated Fund Balance	0%	\$0
f. Total (Sum of lines E.a to E.e)	4%	\$298,276

Note - Line E.f must agree with Line D.b

Section III. Supplemental Information (Complete lines 1 through 8)

1. Pupil to Teacher Ratio (PTR), pursuant to EC Section 51745.6 and 5 CCR Section 11704

a. Enter the charter school's PTR: 0.00:1 22.08:1
 b. If the charter school's PTR in line III.1.a exceeds 25:1, enter the name of the largest unified school district in the county or counties in which the charter school operates:

N/A

c. Enter the PTR for the unified school district listed on line III.1.b: 0.00:1 N/A

2. Did any entity receive \$50,000 or more OR 10% or more of total expenditures (Line B.5) Yes
 in the FY 2021-22 OR will receive in the FY 2022-23? (5 CCR 11963.3[b][3]) No

If yes to line III.2, list the name of each entity and the cumulative amount received by each entity in Box 2.a on Page 5. Are contract payments made by the charter school based on specific services rendered or upon an amount per unit of average daily attendance (ADA) or some other percentage of the charter school's revenues, enrollment, etc? If yes, identify on Page 5 Box 2.a.

2.a Provide information regarding entity and contract information below. Attach an extra sheet if necessary.

Name of Entity	Amount	Purpose/Explanation	Are contract payments based on specific services rendered?	If no, are payments based on amount per ADA or some other percentage?
Rainbow Resource Center	\$132,134	Curriculum Provider	Yes	<input type="checkbox"/>
Elite Spirit Cheer	\$108,480	Athletics	Yes	<input type="checkbox"/>
EM Sports LLC	\$67,634	Athletics	Yes	<input type="checkbox"/>
Ambassador Media Group, LLC	\$90,065	Credit Recovery	Yes	<input type="checkbox"/>
Melissa J. Diwa Enterprises	\$79,340	Tutoring	Yes	<input type="checkbox"/>
McColgan & Associates, Inc	\$162,658	SPED Provider	Yes	<input type="checkbox"/>
TSW Therapy, Inc.	\$72,702	SPED Provider	Yes	<input type="checkbox"/>
Whoop, Inc.	\$255,750	Athletic Performance Program	Yes	<input type="checkbox"/>
Prime Educational Solutions	\$1,177,680	Back Office Service Provider	Yes	<input type="checkbox"/>
Mimeo	\$73,250	Core Teaching/Student Supplies	Yes	<input type="checkbox"/>
FlipSwitch Marketing LLC	\$220,981	Marketing	Yes	<input type="checkbox"/>

3. List the charter school's CURRENT governing board pursuant to 5 CCR Section 11963.3(b)(4).

Name and Title of Board Member	Board Member Type (Parent, teacher, etc)	How was this member selected?	Is the member affiliated in any way with any entity listed in Section III.2?	Board Member Term (From MM/YY to MM/YY)
Susan McDougal, Board President	Retired School Adm	Resume Review	No	02/22 to 02/24
Cody Simms, Board VP	Community Member	Resume Review	No	02/22 to 02/24
Kent Christensen, Treasurer/Secretary	Technology Executive	Resume Review	No	02/22 to 02/24

Has the governing board adopted and implemented conflict of interest policies and procedures? Yes No

For any governing board member identified as affiliated with any entity reported above in Section III.2, explain the nature of the affiliation below. Attach an extra sheet if necessary.

N/A

4. If transfers are reported on lines B.4.b or B.4.c, describe the nature of the transactions and identify the accounts or entities involved in the transfers pursuant to 5 CCR Section 11963.3(b)(5).

B.4.b N/A

B.4.c

5. If "Other Reserves" are reported on line E.d, explain the purpose for these reserves.

Reserves in Line E.d

E.d

6. If reserves reported on line E.a (designated for economic uncertainties) OR E.b (facilities acquisition or capital projects) exceed the greater of \$50,000 or 5% of total expenditures, explain the need for such excess reserves.

E.a
 Percentage
 E.b
 Percentage

We maintained a reserve for economic uncertainties in an amount that could fund a standard month's worth of benefits and wages for our employees, in response to some of the restrictions and uncertainties introduced by the COVID-19 pandemic.

7. Enter the average daily attendance (ADA).

FY 2021-22 P-2 ADA (0.0)	<input type="text" value="675.55"/>	FY 2022-23 P-2 ADA (0.0)	<input type="text" value="820.48"/>
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8. Enter the full-time equivalent (FTE) employees working at the charter school that possess a valid teaching certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold issued by the Commission on Teacher Credentialing and who work in the charter school in a position required to provide direct instruction or direct instructional support to students, pursuant to 5 CCR Section 11963.3(b)(8).

FY 2021-22 FTE (0.0)	<input type="text" value="30.6"/>	FY 2022-23 FTE (0.0)	<input type="text" value="37.2"/>
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Section IV. Nonclassroom-Based Virtual or On-line Charter Schools (Complete lines 1 and 2)

1. Is this charter school a virtual or on-line charter school as defined in 5 CCR Section 11963.5? (A virtual or on-line charter school is one in which at least 80% of teaching and student interaction occurs via the Internet.) Yes No

2. If yes to line IV.1, can the charter school demonstrate compliance with 5 CCR sections 11963.5(b)(2) to (8)? Yes No N/A

Section V. Calculated Funding Determination Percentage

1. Percent spent on Certificated Employee Salaries and Benefits to Total Public Revenues 5 CCR 11963.3(c)(1)

Certificated Salaries and Benefits costs Line B.1.a(i)/Federal Revenues Lines A.1.a - PCSGP A.1.a(i) + State Revenues A.1.b

2. Percent spent on Instruction and Related Services to Total Revenues 5 CCR 11963.3(c)(2)

Instructional and Related Services costs Line B.1.d + Allowable Facilities costs 2.f.(iv)/Total Revenues Line A.1.e

Funding Determination Criteria

If the percentages from lines V.1 or V.2 do not meet the spending criteria of the funding level requested as shown below, complete Section VI to provide mitigating circumstances for consideration by the Advisory Commission on Charter Schools (ACCS) for making a recommendation other than one that results from the criteria specified in regulations.

100%	1) Line V.1 must equal or exceed 40 percent, 2) Line V.2 must equal or exceed 80 percent, AND 3) Line III.1.a. PTR cannot exceed 25:1 OR the PTR on line III.1.c, the ACCS shall recommend approval at 100%, unless there is a reasonable basis to recommend otherwise (5 CCR 11963.4[a][3]).
85%	1) Line V.1 must equal or exceed 40 percent, AND 2) Line V.2 must equal or exceed 70 percent but less than 80 percent, the ACCS shall recommend approval at 85%, unless there is a reasonable basis to recommend otherwise (5 CCR 11963.4[a][2]).
70%	1) Line V.1 must equal or exceed 35 percent, AND 2) Line V.2 must equal or exceed 60 percent but less than 70 percent, the ACCS shall recommend approval at 70%, unless there is a reasonable basis to recommend otherwise (5 CCR 11963.4[a][1]).
Denied	1) Line V.1 is less than 35 percent, OR 2) Line V.2 is less than 60 percent, the ACCS shall recommend that the SBE deny the request, unless there is a reasonable basis to recommend otherwise (5 CCR 11963.4[a][4]).

Section VI. Mitigating Circumstances (Complete lines 1-3 and attach any supporting documentation)

1. Explain why the charter school did not meet the criteria for the funding level requested. Include specific measures or actions taken by the charter school to comply.

2. List and explain the mitigating circumstance(s) to be considered by the CDE and ACCS.

3. Provide any other pertinent information that may assist the CDE and ACCS in conducting a detailed review or develop a reasonable basis for a recommendation.

Section VII. Certification (Review, sign, and date)	5 CCR 11963.3(b)(1)
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I certify that:

1. The information provided is true and correct to the best of my ability and knowledge.
2. This charter school's nonclassroom-based instruction is conducted for and substantially dedicated to the instructional benefit of the school's students.
3. This charter school's governing board has adopted and implemented conflict of interest policies.
4. All of the charter school's transactions, contracts, and agreements are in the best interest of the school and reflect a reasonable market rate for all goods, services, and considerations rendered for or supplied to the school.

Meghan Freeman

Enter Name of Charter School's Director, Principal, or Governing Board Chairperson

CEO

Title of Authorized Individual

Before certifying with electronic/digital signature below, please be sure to check all numerical entries and information provided, and save a copy of this form. Modifications to the information reported on this form cannot be made after the signature field below has been completed. If providing a wet signature instead of an electronic one, please date the signature.



Signature of Charter School's Director, Principal, or Governing Board Chairperson

Submit completed and electronically signed forms via email to FundingDeterminations@cde.ca.gov.

The CDE no longer requires the following documents:

- Hard copy of the FDF
- Hard or soft copy of the Conflict of Interest Policy

Therefore, please do not submit these documents to the CDE.

This Video Production Agreement is entered into as of 1/27/2023 between California Charter Schools Association (“Client”), and Mike Watson dba Video Approach (“Company”). The parties agree as follows:

1. Subject to the terms and conditions of this Agreement and at Client’s request and direction, Company will perform for Client the services described in one or more Work Orders (as defined below) (the “Services”).
2. The specific details of the Services to be performed will be determined on a per-project basis, and the details for each project will be described in a written Work Order that is executed by both parties.
3. Client may reasonably request in writing that revisions be made with respect to the Services or deliverables set forth in that Work Order. If a change that materially increases the scope of the Services or the effort required to deliver deliverables under the applicable Work Order, then within 5 business days after Company’s receipt of such Change Order, Company will deliver to Client a written, revised Work Order reflecting Company’s reasonable determination of the revised Services, deliverables, delivery schedule, and payment schedule, if any, that will apply to the implementation of the revisions. If Client approves the revised Work Order, then the parties will execute it, and upon execution, the revised Work Order will supersede the then-existing Work Order. If Client does not approve the revised Work Order within 5 business days after its receipt by Client, the then-existing Work Order will remain in full force and effect.
4. Company shall inform Client as soon as practical of any anticipated delays in the delivery of any deliverable or any item specifically set forth in any Work Order and of the actions being taken to assure completion of the such item.
5. On behalf of all personnel of Client who will contribute to the projects described in any Work Order as well as any other parties participating in such project at the direction of or by the request of Client, Client hereby grant the following rights and permissions to Company: Company has the right and permission to take, use, reuse, publish, and republish video and/or photographic images (in any media whether electronic, digital, recorded or otherwise) of those recorded or photographed as part of the performance of this contract, including any minors, or in which any minor may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations from time to time, in conjunction with the adult’s or minor’s own or a fictitious name, or reproductions of such videos or photographs made through any medium and in any and all media now or hereafter known.
6. The Services must be performed in a competent, professional, and workmanlike manner by qualified personnel in accordance with applicable laws.
7. Company may utilize independent contractors to perform all or part of the Services. Company will remain solely responsible for the performance of all of the Services that are subcontracted.
8. Any materials provided by Client to Company are to be used solely to perform the Services (“Client Materials”). Company will treat the Client Materials as Client’s Confidential Information. Client hereby grants to Company a non-exclusive, worldwide, royalty-free license in and to any deliverables under the applicable Work Order and Client Materials, under all of Client’s intellectual property rights therein, solely for the purpose of performing the Services contemplated by any Work Order in accordance with the terms of this Agreement. Client also hereby grants to Company a non-exclusive, worldwide, royalty-free license to use any one or more of the trademarks, service marks, trade names, domain names, logos, business and product names, slogans, and registrations and applications for registration thereof owned by Client (the “Client Brand”) solely for the purpose of performing the Services contemplated by

any Work Order in accordance with the terms of this Agreement.

9. If a Work Order requires Client to obtain, for use in connection with the Services or incorporation into an Invention, any material from a third party from whom Company or Client has not acquired the necessary right or license for the use or incorporation, then Client will, at its sole expense, acquire the necessary right or license to the third party material.
10. Client will pay the fees as set out in each Work Order ("Service Fees"). Client will not reimburse Company for any costs or expenses unless the nature of the costs and expenses to be reimbursed are specified in the Work Order and Company receives approval before incurring a specific cost or expense.
11. Unless otherwise specified in a Work Order: Company will issue monthly invoices for Service Fees for Services that have been performed in the month; and Client will pay any undisputed amount set forth in such invoices no later than 30 days after receipt of Company's invoice. Payment for undisputed amounts under this Agreement shall, if not paid within 30 days of receipt of the applicable invoice, bear simple interest at the lower of one and one-half percent (1.5%) per month or the highest rate permitted by law.
12. Any Discount listed in a Work Order or Invoice is predicated upon on-time payment. If at any time, for any reason, Service Fees are not paid within 30 days of Company's invoice, a new invoice will be delivered without applicable discounts. Discounts will not be reinstated at any time for any reason.
13. Either party may terminate this Agreement upon written notice to the other party. Client shall pay to Company within 30 calendar days of the effective date of such termination (i) in consideration of Company forgoing other business opportunities in anticipation of the Services that otherwise would have been provided to Client pursuant to this Agreement, a termination fee equal to 15% of the amounts of any Service Fees associated with any uncompleted work from any outstanding Work Order, (ii) any undisputed amount set forth in any existing invoices delivered, and (iii) any and all other out of pocket costs and expenses specified in any then outstanding Work Order (including, but not limited to, any upfront costs paid by Company related to any third party independent contractor specified in any applicable Work Order) that had actually been incurred by Company in anticipation of fulfillment of any then outstanding Work Order prior to delivery of the written notice of termination by Client.
14. Prior to payment by Client to Company of the applicable Service Fee related to any Work Order, ownership of Inventions and related intellectual property rights associated with the Final Edit Versions of any deliverable delivered pursuant to such Work Order will be vested in the Company. Upon payment by Client to Company of the applicable Service Fee related to any Final Edit Versions of any deliverable delivered pursuant to any Work Order, ownership of Final Edit Version of such deliverable delivered pursuant to such Work Order will be transferred to Client.
15. Work that constitutes copyrightable subject matter will be considered "works made for hire" to the extent permitted under the United States Copyright Act. Specifically, the copyright to any raw materials (video or photo images) created by the Company remain with the Company.
16. All deliverables set forth in any Work Order, subject to acceptance of such deliverable by Client shall be delivered to Client containing all edits and adjustments deemed necessary by Company to satisfy the applicable acceptance criteria set forth in the applicable Work Order, if any. Client shall only retain ownership in, the Final Edit Version of any deliverable and ownership of all other intellectual property and work product (including, but not limited to any and all processes, techniques, formulas, analysis, strategies, tactics, methods, procedures, material(s) and footages created but not used in any deliverables such as outtakes and B-roll, and other operational instructions whether or not protectable under applicable law, that are

created for Client by Company and whether they be created by independent contractors, employees or subcontractors of Company) associated with such deliverables (the "Company Work Product") shall be retained by Company.

17. Company shall, on Client request, deliver, at Client's sole cost, any unused "raw" video. Copyright of such video remains with Company. However, a non-exclusive, worldwide, royalty-free license to use these materials is granted upon full payment of the Service Fees.
18. Client hereby grants to Company a non-exclusive, worldwide, royalty-free license to use the Client Brand and any Final Edit Version of any deliverable solely for the purpose of use in connection with the Company's physical or electronic portfolio and/or website that Company shows to other potential clients in the ordinary course of Company's business. This permission can be revoked by Client by 14-day written notice to Company.
19. The Services will be performed in a timely, competent, professional, and workmanlike manner by qualified personnel.
20. All services performed by Company and all information and other materials disclosed between the parties prior to the Effective Date will be governed by the terms of this Agreement, except where the services are covered by a separate agreement between Company and Client.
21. It is the express intention of the parties that Company perform the Services as an independent contractor.
22. Company shall not be liable for any failure to perform its obligations under this Agreement if such failure arises, directly or indirectly, out of any acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Company's possession or reasonable control (including, but not limited to, delays or destruction of electronic data or information resulting from failures of hard drives, storage disks, thumb drives or other such digital media memory cards on which such information was held), denial of service attacks, incompatibility of Client's equipment or software with Company's equipment or software, acts or omissions of vendors or suppliers, transportation and telecommunications difficulties.
23. EACH PARTY WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF A PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THIS LIMITATION WILL APPLY EVEN IF THE REMEDIES AVAILABLE IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.
24. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL COMPANY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER INCURRED WITH RESPECT TO ONE CLAIM, OR CUMULATIVELY INCURRED FROM MULTIPLE RELATED OR UNRELATED CLAIMS ARISING UNDER THIS AGREEMENT FROM TIME TO TIME, AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNTS PAID BY CLIENT TO COMPANY DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE FIRST CLAIM BROUGHT HEREUNDER.
25. Client shall pay all Company costs of collection and enforcement of this Agreement when incurred, including, without limitation, reasonable attorneys' fees, costs and expenses incurred before, after or in connection with any failure by Client to pay any undisputed amounts due pursuant to this Agreement. Notwithstanding the foregoing, in the event that of

any dispute between the parties, the non-prevailing party shall pay all reasonable fees and expenses, including, without limitation, reasonable attorneys' fees and costs, incurred by the prevailing party.

26. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of California, without reference to its choice of law rules. The parties agree that any action arising out of or in connection with this Agreement will be heard in the federal, state, or local courts in San Diego, California, and each party hereby irrevocably consents to the exclusive jurisdiction and venue of these courts.
27. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce.
28. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.
29. This Agreement and all exhibits contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions. This Agreement may not be amended, except by a writing signed by both parties.

The parties authorized representatives have duly executed this Agreement, effective as of the Effective Date:

Signature	Date	Signature	Date
Mike Watson Executive Producer Mike Watson dba Video Approach 5730 Bounty St San Diego, CA 92120		Meghan Freeman CEO Elite Academic Academy	

Elite Academic Academy
Work Order #01272023

Project Summary:

Conceive, produce, shoot, and edit a series of videos for Elite Academic Academy

Deliverables:

Various videos to be negotiated and mutually agreed upon in writing before the beginning of pre-production of any video

Cost:

	Unit Cost	Qty	Ext
Pre-Produce, hourly	\$110.00	10	\$1,100.00
			\$0.00
Shoot Day	\$1,295.00	2	\$2,590.00
Producer, Shoot Day	\$650.00	2	\$1,300.00
			\$0.00
Post Produce	\$110.00	4	
Edit	\$110.00	25	\$2,750.00
Music	\$40.00	4	\$160.00
			\$7,900.00

Payment Schedule

NET 30

Project Contacts:

Client: Meghan Freeman, mfreeman@eliteacademic.com

Company: Mike Watson, mike@videoapproach.com, o: 619-928-4336, c: 858-740-7355

Signature	Date	Signature	Date
Mike Watson Executive Producer Mike Watson dba Video Approach 5730 Bounty St San Diego, CA 92120		Meghan Freeman CEO Elite Academic Academy	

*Nonpublic, Nonsectarian
School/Agency Services*

MASTER CONTRACT

2022-2023

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA ELITE ACADEMIC ACADEMY – LUCERNE

Contract Year 2022-2023

X

Nonpublic School
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 year's 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

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2022-2023**CONTRACT NUMBER: DOT22.23**

LOCAL EDUCATION AGENCY: ELITE ACADEMIC ACADEMY – LUCERNE
NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Desert OT for Kids, 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 January 12, 2023, between Elite Academic Academy – Lucerne, hereinafter referred to as the local educational agency (“LEA”), a member of the Desert/ Mountain Charter SELPA and Desert OT for Kids, 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.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the 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 development, 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 room and board 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, 2022 to June 30, 2023 (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, 2023. 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 this 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; evidence of electronic payments; 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, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. 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 the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, 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 no less than 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 CONTRACTOR'S 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 thereof, 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.

The 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 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 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 special education and/or related services (including transition services) to each student 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, 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 an 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 9 through 12 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 passing 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 CDE 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 student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the 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 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 CDE 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 Code sections 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”), the Alternative English Language Proficiency Assessments for California (“Alternative 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 it’s implementing regulations. If the 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 school day, and annually to all staff who have any contact or interaction with pupils during the school day. 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 BIP, 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.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP 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 an LEA 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(r), 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.* and 49406, 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) provide 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 ensuring 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 nonpublic school or nonpublic 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, as well as provide all such records requested by LEA concerning the same. 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 portion 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 or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. 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: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

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. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

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 nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

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 nonpublic agency 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 nonpublic agency, 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 in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, 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- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, 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 CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. 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 with CONTRACTOR due to CONTRACTOR'S 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.

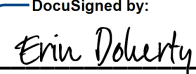
The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 12th day of January, 2023 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.


CONTRACTOR

LEA

Desert OT for Kids, Inc
Nonpublic School/Agency

Elite Academic Academy – Lucerne
LEA Name

DocuSigned by:
 By:  1/12/2023
Signature **Date**
 Erin Doherty
Name and Title of Authorized Representative

DocuSigned by:
 By:  1/12/2023
Signature **Date**
 MEGHAN FREEMAN
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Erin Doherty Director of Operations	Meghan Freeman, CEO
Name and Title Desert Occupational Therapy for Kids, Inc.	Name and Title Elite Academic Academy – Lucerne
Nonpublic School/Agency/Related Service Provider	LEA
77564 Country Club Dr. Suite 401B	43414 Business Park Dr.
Address Palm Desert CA 92260	Address Temecula, CA. 92590
City 760-772-2838 State 760772 Zip office@dot4kids.com	City State Zip 866-354-8302
Phone office@dot4kids.com Fax	Phone Fax mfreeman@eliteacademic.com
Email	Email

Additional LEA Notification
(Required if completed)
 Michonne Taylor – SPED Administratrice Assistant

Name and Title
 43414 Business Park Dr.

Address
 Temecula, CA. 92590

City **State** **Zip**
 866-354-8302

Phone **Fax**
 mtaylor@eliteacademic.com

Email

EXHIBIT A: 2022-2023 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Desert OT for Kids, Inc.

The CONTRACTOR CDS NUMBER: 9900335

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>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>\$120/hour</u>	<u>1/12/23 – 6/30/23</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>	_____	_____

**INTERNSHIP
MEMORANDUM OF UNDERSTANDING
BETWEEN
(BUSINESS NAME)
AND ELITE ACADEMIC ACADEMY**

This Memorandum of Understanding (“Agreement”), dated for convenience (date) is entered into by and between _____ (“Business/ Organization”) and Elite Academic Academy (“EAA” or “Elite Academic Academy Lucerne” or “Elite Academic Academy Mountain Empire”) (collectively, the “Parties”) in order to provide unpaid internship placement(s) for student intern(s) (the “Interns”) in the Business/Organization, as detailed in this Agreement (referred to herein as the “Internship”). Certain background facts are as follows:

A. The Parties acknowledge and agree that the Interns are full-time High School students at EAA and are earning High School credit for participating in the Internship. Because the Intern is participating in an educational program, the Intern is not considered an employee of Business/Organization and will not be paid or entitled to any type of compensation from the Business/Organization for their time participating in the Internship.

B. The Parties acknowledge and agree that the Internship is for the benefit of the Interns and the purpose of the Internship is to provide on-the-job types of training and learning experiences to the Interns, in order to develop students’ career tools, job skills, occupational competencies, and enhance their marketability in the vocational area. The Internship is an education program, and although the Intern will be involved in the actual operation of the Business/Organization’s business, the training that will be provided to the Interns is similar to that which would be given in a vocational school.

C. The Parties agree that the term of this Agreement shall be from (School year dates) unless terminated earlier pursuant to the Termination section of this Agreement.

Accordingly, in order to effectuate the purpose and benefits of this Agreement, the Parties further agree to the terms and conditions provided below.

1. ROLES AND RESPONSIBILITIES OF EAA

EAA shall:

- A. Offer qualified Intern(s) from EAA for an internship with the Business/Organization.
- B. Provide the Intern(s) and the Business/Organization with an orientation regarding the goals and objectives of the Internship(s).
- C. Provide a certificated Supervising Teacher to check in regularly with the Business/Organization’s site coordinator, and with the Intern(s), regarding the progress of the Internship. The goal of the check-ins is to support and facilitate a successful internship experience for all participants.
- D. Provide a final evaluation for Intern(s) and the Business/Organization to complete at the end of the Internship.
- E. Inform the Interns that they will not be entitled to any type of compensation for the

time spent in the Internship.

- F. Inform the Interns that they are not necessarily entitled to a job at the conclusion of the Internship.
- G. Carry insurance covering the Intern(s) placed in the Business/Organization pursuant to this Agreement and covering the EAA staff who may visit the site of the Business/Organization pursuant to this Agreement.

2. ROLES AND RESPONSIBILITIES OF BUSINESS / ORGANIZATION

Business/Organization shall:

- A. Select qualified Intern(s) from EAA students eligible for internship placement.
- B. Provide for **one** Intern, an internship placement of sixty (60) hours during a school semester (fall, spring, summer) worth five high school credits.
- C. Assign an intern coordinator and ensure that he/she plans the Internship, facilitates the daily responsibilities of the Intern(s), and closely supervises and mentors the Intern(s) in the work setting during the term of the Internship.
- D. Provide a safe and supervised work environment.
- E. Provide the Intern(s) with meaningful work responsibilities and experience in the different departments of the Business/Organization, in order to educate the Intern(s) about the industry/field of the Business/Organization.
- F. Provide Intern(s) with an initial orientation and review all details with Intern (vision, mission of company, rules and regulations, etc.)
- G. Provide the Intern with multiple opportunities to schedule Internship hours including after school and weekends based upon availability.
- H. Ensure that the intern coordinator oversees the completion of forms and agreements required by the Business/Organization.
- I. Ensure that the intern coordinator checks in regularly with the EAA Supervising Teacher as to the Intern's progress.
- J. Engage Intern(s) in Internship-related activities at all times during the Internship .
- K. Require Intern(s) to complete timesheets.
- L. Provide written or verbal notification to the supervising teacher immediately if the Intern does not follow the Business/Organization rules and regulations.
- M. Maintain the right to terminate the Internship if, after communicating with supervising teacher and Intern, remedies to the problem are not successful or available.
- N. Ensure that intern coordinator completes final evaluation of intern(s) work and submits evaluation to EAA within one week after the completion of the Internship.
- O. Not displace any of its regular employees as a result of the placement of the Intern.
- P. Not pay the Intern any form of compensation for time spent by the Intern in the Internship.
- Q. Understand that EAA programs, activities, and practices shall be free from discrimination based on actual or perceived race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression or any other characteristic protected by law; or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics. Business/Organization agrees that it shall operate the Internship in conformity with this non
 - a. discrimination statement.
- R. Assume no obligation to employ the Intern after the Internship is complete.

3. INSURANCE

Without in any way limiting liability pursuant to the “Indemnification” section of this Agreement, the Business/Organization shall procure and maintain during the term of this Agreement the liability coverages set forth below. Such coverages shall be primary and noncontributory. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/\$2 million aggregate. (Coverage is not my area of expertise but will provide comments to the best of my ability).

A. General Liability:

1. Commercial General Liability for Bodily Injury, Personal Injury and Property Damage.
2. The District is to be named as “additional insured” by separate endorsement.
Certificate holder to be named: Elite Academic Academy, its board, officers, employees and agents.
3. 30-day notice of intent to cancel, non-renewal, or material change in coverage.

B. Automobile Liability (If Intern will ever be expected to be in a Business/Organization automobile):

1. Coverage to include “Owned, non-Owned, and Hired” automobiles.
2. 30-day notice of intent to cancel, non-renewal, or material change in coverage.

C. For questions regarding insurance, contact HR@Eliteacademic.com.

4. INDEMNIFICATION

- A. The Business/Organization agrees to indemnify and hold harmless EAA and its Board, officers, employees and agents, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the Business/Organization or its Board, officers or employees, Notwithstanding the foregoing, Business/ Organization shall have no obligation under this Section with respect to any Loss (how is “Loss” defined) that is caused by the sole negligence or willful misconduct of EAA and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Business/Organization, its subcontractors or either’s agent or employee, as determined by a court of competent jurisdiction.
- B. EAA agrees to indemnify and hold harmless the Business/Organization and its Board, officers, employees and agents, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the School, its Board, officers or employees. Notwithstanding the foregoing, EAA shall have no obligation under this Section with respect to any Loss that is caused by the sole negligence or willful misconduct of Business/Organization and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by EAA, its subcontractors or either’s agent or employee, as determined by a court of competent jurisdiction.
- C. In the event of concurrent negligence of more than one Party, its Board, officers, employees or agents, as determined by a court of competent jurisdiction, the liability for any and all Claims shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified. Nothing in this Agreement shall constitute a waiver or limitation of any rights that a Party may have under applicable law in the event of concurrent negligence of persons or entities other than the Parties.
- D. The Parties agree to reasonably cooperate with each other in the investigation and

disposition of third-party liability claims arising out of any Internship entered into pursuant to the terms of this Agreement. It is the intention of the Parties to reasonably cooperate in the disposition of all such claims. Such cooperation may include joint investigation, defense and disposition of claims of third parties arising from services performed under this Agreement. The Parties agree to promptly inform one another whenever an incident report, claim or complaint is filed or when an investigation is initiated concerning any Internship entered into pursuant to the terms of this Agreement. In the event of a conflict in interest, each Party may conduct its own investigation and engage its own counsel.

E. The provisions of this Section shall survive the termination or expiration of this Agreement.

5. TERMINATION

This Agreement may be terminated by the mutual written agreement of both Parties. Alternatively, either Party may terminate this Agreement with thirty (30) days prior written notice to the other. This Agreement may be terminated immediately by either Party if there is a failure to comply with the terms and conditions provided in this Agreement.

6. NOTICE TO THE PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

NOTICE TO EAA:

DISTRICT SITE/ DEPT.	Elite Academic Academy
HEAD OF SITE/ DEPT.	Meghan Freeman, CEO
STREET ADDRESS	43414 Business Park Drive
CITY, STATE, ZIP	Temecula, CA 92590
TELEPHONE	866-354-8302 ext. 705
CONTACT PERSON	Ashlea Kirkland
EMAIL ADDRESS	AKirkland@EliteAcademic.com

NOTICE TO THE BUSINESS / ORGANIZATION:

BUSINESS/ORGANIZATION:	
CONTACT PERSON	
STREET ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL ADDRESS	

7. PARTY SIGNATURES TO THE AGREEMENT

IN WITNESS WHEREOF the Parties hereto have executed this Agreement, approved on the date of _____.

(BUSINESS NAME)

For Elite Academic Academy

APPROVED:

APPROVED:

By: _____

**CEO,
Elite Academic Academy**

Elite Academic Academy - Lucerne

2021-2022 School Accountability Report Card (Published During the 2022-2023 School Year)

General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>

For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>

For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2022-23 School Contact Information

School Name	Elite Academic Academy - Lucerne
Street	43414 Business Park Dr.
City, State, Zip	Temecula, CA 92590
Phone Number	(866) 354-8302 Ext. 704
Principal	Meghan Freeman
Email Address	mfreeman@eliteacademic.com
School Website	eliteacademic.com
County-District-School (CDS) Code	36750510136960

2022-23 District Contact Information

District Name	Elite Academic Academy-Lucerne
Phone Number	18663548302
Superintendent	Meghan Freeman
Email Address	mfreeman@eliteacademic.com
District Website Address	https://www.eliteacademic.com/

2022-23 School Overview

Mission

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

Vision

Elite Academic Academy harnesses the power of flexible learning environments to provide a superior education for our students. Working with all stakeholders, we create an individualized learning environment designed to enable each student to gain the skills necessary to achieve their long-term educational, professional, and personal goals and dreams.

About this School

2021-22 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	56
Grade 1	45
Grade 2	37
Grade 3	40
Grade 4	43
Grade 5	48
Grade 6	37
Grade 7	56
Grade 8	60
Grade 9	52
Grade 10	47
Grade 11	46
Grade 12	31
Total Enrollment	598

2021-22 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	47.0
Male	53.0
American Indian or Alaska Native	0.5
Asian	2.3
Black or African American	14.2
Filipino	1.0
Hispanic or Latino	49.3
Native Hawaiian or Pacific Islander	0.2
Two or More Races	8.4
White	23.1
English Learners	3.0
Foster Youth	0.0
Homeless	1.0
Migrant	0.0
Socioeconomically Disadvantaged	47.7
Students with Disabilities	11.9

A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	18.30	52.59	119.40	29.32	228366.10	83.12
Intern Credential Holders Properly Assigned	0.00	0.00	3.00	0.74	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	0.10	0.34	8.20	2.02	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	16.30	47.04	267.70	65.72	12115.80	4.41
Unknown	0.00	0.00	8.90	2.20	18854.30	6.86
Total Teaching Positions	34.80	100.00	407.40	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	35.35	100				
Intern Credential Holders Properly Assigned						
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)						
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)						
Unknown						
Total Teaching Positions	35.35	100				

2021-22 data was not included as part of the initial release of data on 1/13/23. The CDE has indicated that the data will be available after the 2/1/23 SARC deadline. The data will be populated when it is published by the CDE.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	0
Misassignments	0.10	0
Vacant Positions	0.00	0
Total Teachers Without Credentials and Misassignments	0.10	0

2021-22 data was not included as part of the initial release of data on 1/13/23. The CDE has indicated that the data will be available after the 2/1/23 SARC deadline. The data will be populated when it is published by the CDE.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.00	0
Local Assignment Options	16.30	0
Total Out-of-Field Teachers	16.30	0

2021-22 data was not included as part of the initial release of data on 1/13/23. The CDE has indicated that the data will be available after the 2/1/23 SARC deadline. The data will be populated when it is published by the CDE.

2021-22 Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	2.30	0
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0.00	0

2021-22 data was not included as part of the initial release of data on 1/13/23. The CDE has indicated that the data will be available after the 2/1/23 SARC deadline. The data will be populated when it is published by the CDE.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2022-23 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Elite Academic Academy uses a variety of state approved Common Core Aligned Curriculum in all core academic subject areas. We do not adopt one/two curriculum options, as many traditional schools do, but work to know our students and match a state approved curriculum to them. This allows for students to find the best curriculum for their specific needs. Teachers have curriculum guides, training manuals and there are a variety of choices for our families. Credentialed experts also create proprietary courses for our students to ensure relevancy in today's world. Please see our chartering petition and website for a list of the curriculum. Please note that as the state approved additional textbooks and instructional materials, this list grows. We are a WASC Accredited and NCAA school of choice. Our curriculum choices ensure rigor and ample opportunity for all students who want to pursue a four year degree and a college athletic scholarship. We also offer many CTE Pathways and ensure that our students who are interested in college/career have curriculum that allows for career advancement.

Year and month in which the data were collected

January 20, 2021

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption ?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	Elite Academic Academy uses a variety of state approved Common Core Aligned Curriculum for ELA. We do not adopt one/two curriculum options, as many traditional schools do, but work to know our students and match a state approved curriculum to them. This allows for students and families to find the best curriculum for their specific needs. Teachers have curriculum guides and training manuals to support the curriculum. Credentialed experts also create proprietary courses for our students to ensure relevancy in today's world. Please see our chartering petition and website for a list of the curriculum. Please note that as the state approves additional textbooks and instructional materials, this list grows.	Yes	0
Mathematics	Elite Academic Academy uses a variety of state approved Common Core Aligned Curriculum for Mathematics. We do not adopt one/two curriculum options, as many traditional schools do, but work to know our students and match a state approved curriculum to them. This allows for students and families to find the best curriculum for their specific needs. Teachers have curriculum guides and training manuals to support the curriculum. Credentialed experts also create proprietary courses for our students to ensure relevancy in today's world. Please see our chartering petition and website for a list of the curriculum. Please note that as the state approves additional textbooks and instructional materials, this list grows.	Yes	0
Science	Elite Academic Academy uses a variety of state approved Common Core Aligned Curriculum Science. We do not adopt one/two curriculum options, as many traditional schools do, but work to know our students and match a state approved curriculum to them. This allows for students and families to find the best curriculum for their specific needs. Teachers have curriculum guides and training manuals to support the curriculum. Credentialed experts also create proprietary courses for our students to ensure relevancy in today's world. Please see our chartering petition and website for a list of the curriculum. Please note that as the state approves additional textbooks and instructional materials, this list grows.	Yes	0
History-Social Science	Elite Academic Academy uses a variety of state approved Common Core Aligned Curriculum for History and Social Science. We do not adopt one/two curriculum options, as	Yes	0

	many traditional schools do, but work to know our students and match a state approved curriculum to them. This allows for students and families to find the best curriculum for their specific needs. Teachers have curriculum guides and training manuals to support the curriculum. Credentialed experts also create proprietary courses for our students to ensure relevancy in today's world. Please see our chartering petition and website for a list of the curriculum. Please note that as the state approves additional textbooks and instructional materials, this list grows.		
Foreign Language	Elite Academic Academy uses a variety of state approved Common Core Aligned Curriculum for Foreign Languages. We do not adopt one/two curriculum options, as many traditional schools do, but work to know our students and match a state approved curriculum to them. This allows for students and families to find the best curriculum for their specific needs. Teachers have curriculum guides and training manuals to support the curriculum. Credentialed experts also create proprietary courses for our students to ensure relevancy in today's world. Please see our chartering petition and website for a list of the curriculum. Please note that as the state approves additional textbooks and instructional materials, this list grows.	Yes	0
Health	Elite Academic Academy uses a variety of state approved Common Core Aligned Curriculum for Health. We do not adopt one/two curriculum options, as many traditional schools do, but work to know our students and match a state approved curriculum to them. This allows for students and families to find the best curriculum for their specific needs. Teachers have curriculum guides and training manuals to support the curriculum. Credentialed experts also create proprietary courses for our students to ensure relevancy in today's world. Please see our chartering petition and website for a list of the curriculum. Please note that as the state approves additional textbooks and instructional materials, this list grows.	Yes	0
Visual and Performing Arts	Elite Academic Academy uses a variety of state approved Common Core Aligned Curriculum for Visual Performing Arts. We do not adopt one/two curriculum options, as many traditional schools do, but work to know our students and match a state approved curriculum to them. This allows for students and families to find the best curriculum for their specific needs. Teachers have curriculum guides and training manuals to support the curriculum. Credentialed experts also create proprietary courses for our students to ensure relevancy in today's world. Please see our chartering petition and website for a list of the curriculum. Please note that as the state approves additional textbooks and instructional materials, this list grows.	Yes	0
Science Laboratory Equipment (grades 9-12)	Elite Academic Academy uses a variety of state approved Common Core Aligned Curriculum. We do not adopt one/two curriculum options, as many traditional schools do, but work to know our students and match a state approved curriculum to them. This allows for students and families to find the best curriculum for their specific needs. Teachers have curriculum guides and training manuals to support the curriculum. Credentialed experts also create proprietary courses for our students to ensure relevancy in today's world. Please see our chartering petition and website for a list of the curriculum.	Yes	0

Please note that as the state approves additional textbooks and instructional materials, this list grows.

School Facility Conditions and Planned Improvements

Elite Academic Academy is a non-classroom based charter school. It does not currently have any resource centers. We meet with families and students in mutually agreed upon public locations but this has been stopped due to COVID-19. We are meeting with all of our students remotely. We do have a central administrative office located in Temecula. It is very rare that we hold a parent meeting in this facility. It is meant for the operation and administrative purposed to ensure proper secure storage of business and student files.

Year and month of the most recent FIT report

1/2022

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces	X			
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			

Overall Facility Rate

Exemplary	Good	Fair	Poor
X			

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).
4. **College and Career Ready**
The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

SARC Reporting in the 2020-2021 School Year Only

Where the most viable option, LEAs were required to administer the statewide summative assessment in ELA and mathematics. Where a statewide summative assessment was not the most viable option for the LEA (or for one or more grade-level[s] within the LEA) due to the pandemic, LEAs were allowed to report results from a different assessment that met the criteria established by the State Board of Education (SBE) on March 16, 2021. The assessments were required to be:

- Aligned with CA CCSS for ELA and mathematics;
- Available to students in grades 3 through 8, and grade 11; and
- Uniformly administered across a grade, grade span, school, or district to all eligible students.

Options

Note that the CAAs could only be administered in-person following health and safety requirements. If it was not viable for the LEA to administer the CAAs in person with health and safety guidelines in place, the LEA was directed to not administer the tests. There were no other assessment options available for the CAAs. Schools administered the Smarter Balanced Summative Assessments for ELA and mathematics, other assessments that meet the SBE criteria, or a combination of both, and they could only choose one of the following:

- Smarter Balanced ELA and mathematics summative assessments;
- Other assessments meeting the SBE criteria; or
- Combination of Smarter Balanced ELA and mathematics summative assessments and other assessments.

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

The 2020-21 data cells have N/A values because these data are not comparable to other year data due to the COVID-19 pandemic during the 2020-21 school year. Where the CAASPP assessments in ELA and/or mathematics is not the most viable option, the LEAs were allowed to administer local assessments. Therefore, the 2020-21 data between school years for the school, district, state are not an accurate comparison. As such, it is inappropriate to compare results of the 2020-21 school year to other school years.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2020-21	School 2021-22	District 2020-21	District 2021-22	State 2020-21	State 2021-22
English Language Arts/Literacy (grades 3-8 and 11)	N/A	51	N/A	44	N/A	47
Mathematics (grades 3-8 and 11)	N/A	30	N/A	24	N/A	33

2021-22 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	341	320	93.84	6.16	51.25
Female	162	152	93.83	6.17	59.21
Male	179	168	93.85	6.15	44.05
American Indian or Alaska Native	0	0	0.00	0.00	0.00
Asian	--	--	--	--	--
Black or African American	44	39	88.64	11.36	43.59
Filipino	--	--	--	--	--
Hispanic or Latino	178	169	94.94	5.06	53.25
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	29	27	93.10	6.90	66.67
White	81	77	95.06	4.94	45.45
English Learners	--	--	--	--	--
Foster Youth	0	0	0.00	0.00	0.00
Homeless	--	--	--	--	--
Military	0	0	0.00	0.00	0.00
Socioeconomically Disadvantaged	127	116	91.34	8.66	47.41
Students Receiving Migrant Education Services	0	0	0.00	0.00	0.00
Students with Disabilities	42	37	88.10	11.90	24.32

2021-22 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	341	319	93.55	6.45	30.41
Female	162	152	93.83	6.17	30.92
Male	179	167	93.30	6.70	29.94
American Indian or Alaska Native	0	0	0.00	0.00	0.00
Asian	--	--	--	--	--
Black or African American	44	38	86.36	13.64	21.05
Filipino	--	--	--	--	--
Hispanic or Latino	178	170	95.51	4.49	32.35
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	29	27	93.10	6.90	48.15
White	81	76	93.83	6.17	23.68
English Learners	--	--	--	--	--
Foster Youth	0	0	0.00	0.00	0.00
Homeless	--	--	--	--	--
Military	0	0	0.00	0.00	0.00
Socioeconomically Disadvantaged	127	115	90.55	9.45	27.83
Students Receiving Migrant Education Services	0	0	0.00	0.00	0.00
Students with Disabilities	42	38	90.48	9.52	15.79

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

For any 2020–21 data cells with N/T values indicate that this school did not test students using the CAASPP for Science.

Subject	School 2020-21	School 2021-22	District 2020-21	District 2021-22	State 2020-21	State 2021-22
Science (grades 5, 8 and high school)	18.64	23.95	NT	14	28.5	29.47

2021-22 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	191	169	88.48	11.52	23.95
Female	89	78	87.64	12.36	23.68
Male	102	91	89.22	10.78	24.18
American Indian or Alaska Native	0	0	0	0	0
Asian	--	--	--	--	--
Black or African American	27	25	92.59	7.41	16.67
Filipino	--	--	--	--	--
Hispanic or Latino	98	86	87.76	12.24	21.18
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	17	14	82.35	17.65	35.71
White	43	39	90.7	9.3	30.77
English Learners	--	--	--	--	--
Foster Youth	0	0	0	0	0
Homeless	--	--	--	--	--
Military	0	0	0	0	0
Socioeconomically Disadvantaged	75	61	81.33	18.67	15
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	21	17	80.95	19.05	11.76

2021-22 Career Technical Education Programs

Career Technical Education (CTE) is an academic program that prepares students for postsecondary education for College and Career. CTE provides students with a unique opportunity to integrate core academic courses with technical skills and occupational knowledge and opportunities. Elite Academic provides students with various pathways to choose from in order to prepare students for their post-secondary career/education within the field of their choice. Students from Elite Academic CTE programs will be prepared to lead with 21st-century skills and industry certifications/skills.

CTE Pathways 9-12th

Arts, Media and Entertainment Pathway (VAPA Academy)
 Marketing, Sales and Service Pathway (Marketing Academy)
 Hospitality, Tourism & Recreation Pathway (Adventure Academy)
 Public Service Pathway (Public Service Academy)
 Fashion Design Pathway
 Interior Design Pathway

CTE Staff

Ashlea Kirkland, CTE Director
 Thomas Olson, CTE Credentialed Teacher
 Nolan Smith, CTE Credentialed Teacher

2021-22 Career Technical Education (CTE) Participation

Measure	CTE Program Participation
Number of Pupils Participating in CTE	346
Percent of Pupils that Complete a CTE Program and Earn a High School Diploma	2
Percent of CTE Courses that are Sequenced or Articulated Between the School and Institutions of Postsecondary Education	20

Course Enrollment/Completion

This table displays the course enrollment/completion of University of California (UC) and/or California State University (CSU) admission requirements.

UC/CSU Course Measure	Percent
2021-22 Pupils Enrolled in Courses Required for UC/CSU Admission	89.9
2020-21 Graduates Who Completed All Courses Required for UC/CSU Admission	47.06

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2021-22 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. Due to changes to the 2021-22 PFT administration, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	64.58	64.58	64.58	64.58	64.58
Grade 7	55.55	55.55	55.55	55.55	55.55
Grade 9	67.7	67.7	67.7	67.7	67.7

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2022-23 Opportunities for Parental Involvement

- Elite Academic Academy educates and involves parents and community members to understand the school's purpose by:
- *Maintaining a robust website that has a parent resource section including access to student/parent handbook
 - *Inviting parents/students to virtual webinars, such as orientation, informational meetings, seminars, mental health, college and career readiness, and so much more!
 - *Hosting an annual Parent Advisory Committee Meetings to develop the LCAP and prepare for Assessment
 - *Providing parents with report cards and access to our Student information Parent Portal
 - *Distributing annual Survey(s) to get input and ensure we are meeting the needs of our stakeholders
 - *Conducting individual meetings with School Counselor and student/parent and SST team, as necessary
 - *Providing the Parent Square Communication App where parents get e-mails and direct access to their teacher at any time.
 - *Sending monthly newsletters to families from Counseling, Technology, VAPA, Athletics, Homeschool, Virtual, and Flex programs with contact information for parents to connect and get support from each department
 - *Hosting regularly scheduled Board Meetings open to the public

C. Engagement

State Priority: Pupil Engagement

The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school dropout rates;
- High school graduation rates; and
- Chronic Absenteeism

Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

Indicator	School 2019-20	School 2020-21	School 2021-22	District 2019-20	District 2020-21	District 2021-22	State 2019-20	State 2020-21	State 2021-22
Dropout Rate	68	38.64	13.9		23.2	21		8.9	7.8
Graduation Rate	22	56.82	80.6		35.7	46.2		84.2	87

2021-22 Graduation Rate by Student Group (Four-Year Cohort Rate)

This table displays the 2021-22 graduation rate by student group. For information on the Four-Year Adjusted Cohort Graduation Rate (ACGR), visit the CDE Adjusted Cohort Graduation Rate web page at www.cde.ca.gov/ds/ad/acgrinfo.asp.

Student Group	Number of Students in Cohort	Number of Cohort Graduates	Cohort Graduation Rate
All Students	36	29	80.6
Female	18	17	94.4
Male	18	12	66.7
American Indian or Alaska Native	0	0	0.0
Asian	--	--	--
Black or African American	--	--	--
Filipino	0	0	0.0
Hispanic or Latino	17	11	64.7
Native Hawaiian or Pacific Islander	0	0	0.0
Two or More Races	--	--	--
White	--	--	--
English Learners	--	--	--
Foster Youth	--	--	--
Homeless	--	--	--
Socioeconomically Disadvantaged	25	18	72.0
Students Receiving Migrant Education Services	0	0	0.0
Students with Disabilities	--	--	--

2021-22 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	1117	972	162	16.7
Female	593	483	77	15.9
Male	524	489	85	17.4
American Indian or Alaska Native	5	5	1	20.0
Asian	28	24	3	12.5
Black or African American	121	108	25	23.1
Filipino	9	8	0	0.0
Hispanic or Latino	600	490	92	18.8
Native Hawaiian or Pacific Islander	1	1	0	0.0
Two or More Races	84	81	17	21.0
White	257	243	23	9.5
English Learners	39	32	11	34.4
Foster Youth	1	1	0	0.0
Homeless	17	16	10	62.5
Socioeconomically Disadvantaged	479	416	104	25.0
Students Receiving Migrant Education Services	0	0	0	0.0
Students with Disabilities	96	93	15	16.1

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data collected between July through February, partial school year due to the COVID-19 pandemic. The 2019-20 suspensions and expulsions rate data are not comparable to other year data because the 2019-20 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-20 school year compared to other school years.

Subject	School 2019-20	District 2019-20	State 2019-20
Suspensions	0.00	0.58	2.45
Expulsions	0.00	0.00	0.05

This table displays suspensions and expulsions data collected between July through June, each full school year respectively. Data collected during the 2020-21 school year may not be comparable to earlier years of this collection due to differences in learning mode instruction in response to the COVID-19 pandemic.

Subject	School 2020-21	School 2021-22	District 2020-21	District 2021-22	State 2020-21	State 2021-22
Suspensions	0.00	0.00	0.09	0.63	0.20	3.17
Expulsions	0.00	0.00	0.00	0.00	0.00	0.07

2021-22 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	0.00	0.00
Female	0.00	0.00
Male	0.00	0.00
American Indian or Alaska Native	0.00	0.00
Asian	0.00	0.00
Black or African American	0.00	0.00
Filipino	0.00	0.00
Hispanic or Latino	0.00	0.00
Native Hawaiian or Pacific Islander	0.00	0.00
Two or More Races	0.00	0.00
White	0.00	0.00
English Learners	0.00	0.00
Foster Youth	0.00	0.00
Homeless	0.00	0.00
Socioeconomically Disadvantaged	0.00	0.00
Students Receiving Migrant Education Services	0.00	0.00
Students with Disabilities	0.00	0.00

2022-23 School Safety Plan

Elite Academic Academy is an independent study program where students are schooled in the home and through various contracted vendors in the community. Typically, students are in the primary care of their parent/guardian for their schooling. There are a few instances when the school sponsors events, such as field trips and state testing, when it is important to have a clear emergency preparedness plan. The school's procedures for evacuation and emergency preparedness are outlined in our comprehensive safety plan that is updated in March of each school year. The roles of the responsible parties, the training necessary to perform those responsibilities, necessary resources, and emergency response actions, if applicable, are defined for each site where school operations are conducted. Further, it is important to clearly define the responsibilities of the school and parent/guardian, as well as the school's dismissal procedures, in the event of an emergency or disaster. This plan can be found on our website for review.

D. Other SARC Information Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

2019-20 Elementary Average Class Size and Class Size Distribution

This table displays the 2019-20 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	N/A			
1	N/A			
2	N/A			
3	N/A			
4	N/A			
5	N/A			
6	N/A			
Other	N/A			

2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	N/A			
1	N/A			
2	N/A			
3	N/A			
4	N/A			
5	N/A			
6	N/A			
Other	N/A			

2021-22 Elementary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	N/A			
1	N/A			
2	N/A			
5	N/A			
6	N/A			
Other	N/A			

2019-20 Secondary Average Class Size and Class Size Distribution

This table displays the 2019-20 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	N/A			
Mathematics	N/A			
Science	N/A			
Social Science	N/A			

2020-21 Secondary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	N/A			
Mathematics	N/A			
Science	N/A			
Social Science	N/A			

2021-22 Secondary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	N/A			
Mathematics	N/A			
Science	N/A			
Social Science	N/A			

2021-22 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	299

2021-22 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	
Social Worker	1
Nurse	
Speech/Language/Hearing Specialist	
Resource Specialist (non-teaching)	
Other	17.0

2020-21 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2020-21 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	11877	2854	9023	79392
District	N/A	N/A	17705	60499
Percent Difference - School Site and District	N/A	N/A	-65.0	27.0
State	N/A	N/A	14370	85856
Percent Difference - School Site and State	N/A	N/A	-45.7	-7.8

2021-22 Types of Services Funded

Elite Academic Academy-Lucerne (EAA-LU) TK-12, the premier independent study educational option, opened its doors July 1, 2018. We focus on flexible and individualized homeschool, virtual, and blended independent study academies for students who are not successful or choose not to attend traditional brick and mortar schools. EAA-LU provides high quality and rigorous state board approved standards-based curriculum options to support students in meeting the challenging state academic achievement standards. We also offer unique academies with emphasis on Athletic Training, Visual and Performing Arts (VAPA), and Career Technical Education (CTE) opportunities to ensure our students graduate ready for college, their future careers, and the 21st-century workforce.

All high school students have access to A-G approved courses through our own developed courses, as well as three online providers: Strongmind (primarily core/some elective), UC Scout (primarily core), and Edmentum (online elective classes). Credentialed teachers support the online classes through daily interactions via text, Zoom, and Canvas. Student achievement is assessed through a variety of measures such as: State standardized testing, teacher observations, teacher-created tasks, i-Ready assessments and personalized learning paths, school-created benchmark assessments, learning period meetings, weekly meetings, report cards, learning journals, portfolios, labs, quizzes, and finals. Students also have the opportunity to participate in concurrent enrollment with community colleges in the area.

Students in 6th -12th have the option of three learning academies: Virtual, Flex or Homeschool. Each learning options has highly qualified credentialed teachers who are meeting weekly with the student for 1- 4 hours to tutor and help ensure understanding. Middle school students participate in either online courses or use common core textbooks and curriculum to demonstrate learning.

Students who are in TK-5th grade are part of Elite Academic's Homeschool or Flex Academy where Elite's highly qualified, California credentialed teacher work with their assigned students and parents/guardians to identify and implement an individualized learning plan, (ILP). At least every 20 school days, the Elite teacher, student and parent/guardian meet so that the teacher can assess student understanding of the material covered thus far, reteach concepts not yet mastered, and administer benchmark assessments and other Common Core-aligned diagnostic tests to be sure that the students are gaining a true understanding of the concepts being presented.

Elite teachers provide weekly synchronous and live lessons aligned to the Common Core and all necessary materials to support these lessons. Elite students use Common Core SBE approved curriculum such as Pearson, Glencoe, Prentice Hall, Evan-Moor, Houghton Mifflin-Harcourt, and other textbooks as described in the parent curriculum list.

Students are required to complete their monthly assignments in order to stay on track and meet their individualized goals. In addition to scheduled learning period meetings, students and parents/guardians have access to their teachers during the school day via phone, email, online domains, and one-on-one appointments, as needed. Elite's teachers act as partners of the parent/guardian to ensure student achievement through a flexible, rigorous, relevant, individualized, and standards-based aligned education.

Students have access to tutors, small group instruction, and enrichment opportunities to explore their individual passions and develop a solid foundation in the areas of their academic weaknesses as well. Students may choose to attend EAA-LU sponsored field trips and group activities.

** The 2020-21 Teacher and Administrative Salaries below includes school data, and not district. **

2020-21 Teacher and Administrative Salaries

This table displays the 2020-21 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	62000	\$46,419
Mid-Range Teacher Salary	64890	\$69,902
Highest Teacher Salary	80000	\$97,912
Average Principal Salary (Elementary)	130000	\$111,731
Average Principal Salary (Middle)	130000	\$122,012
Average Principal Salary (High)	130000	\$122,212
Superintendent Salary	140000	\$150,971
Percent of Budget for Teacher Salaries	55.9	29%
Percent of Budget for Administrative Salaries	10.2	6%

2021-22 Advanced Placement (AP) Courses

This table displays the percent of student in AP courses at this school.

Percent of Students in AP Courses	5
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This table displays the number of AP courses offered at this school where there are student course enrollments of at least one student.

Subject	Number of AP Courses Offered
Computer Science	4
English	1
Fine and Performing Arts	4
Foreign Language	6
Mathematics	12
Science	6
Social Science	7
Total AP Courses Offered Where there are student course enrollments of at least one student.	30

Professional Development

Elite Academic Academy Professional Development is targeted and designed to improve the instruction of all learners.

The essential focus for upper lever administration (Cabinet and Directors) this year for Elite Academic Academy is student work and data. Bi-weekly Leadership meetings include professional development centered on multiple topics in support of this work: Understanding the Power of Presence; Defining High Quality Instruction; Supporting the Social Emotional Needs of Students; and Data-Informed Decision Making. This professional development takes place all year to ensure full implementation.

COVID has created diverse academic and emotional needs in students, families, and staff, as evidenced by parent workshops; student engagement levels; and local assessment data. To help staff support our families as well as themselves, we continue to partner with the YouSchool to provide a yearlong professional development series on the topic, "Guiding Students to Build Meaningful Lives." The series includes weekly videos for staff and families, as well as five professional development sessions with staff and two parent workshops.

Content Teachers continue to attend Professional Development focused on high quality curriculum and engaging delivery. The series focuses on learning objectives; the use of Universal Design for Learning principles; EdTech integration strategies; Formative and Summative assessment techniques; and student engagement. Teachers meet monthly and receive coaching support in-between meetings.

EAA also believes in building leadership at every level. At Elite we hire instructional lead teachers which are experienced teachers to serve as professional coaches focused on curriculum, teaching strategies, independent study best practices, literacy, and English Learners. Lead teachers provide individualized ongoing professional development in order to support student learning in the charter. They provide one-to-one support for newly hired or struggling teachers. These leads work directly for their unique Academy Directors as well as working with the Chief Academic Officer to provide teacher workshops and family engagement workshops.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2020-21	2021-22	2022-23
Number of school days dedicated to Staff Development and Continuous Improvement	10+	10+	10+

EAA 2022 – 2023 Year-Round/Track A Calendar

March 2023							April 2023							May 2023							June 2023						
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							1		1	2	3	4	5	6						1	2	3
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	
							30																				

Important Dates	
7/1	- First Day of School Track A
8/28	- First Day of School Track B
March - April	- Open Enrollment Track B
May - June	- Open Enrollment Track A

2023-24 School Year

July 2023							August 2023							September 2023							October 2023						
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		1	2	3	4	5							1	2	1	2	3	4	5	6	7	
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				
30	31																										



Track A 2023 - 2024 Calendar

JULY							AUGUST							SEPTEMBER							OCTOBER							
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	
					30	1			1	2	3	4	5						1	2	1	2	3	4	5	6	7	
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	
23	24	25	26	27	28	29	27	28	29	30	31	24	25	26	27	28	29	30	29	30	31							
30	31																											

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						1	2			1	2	3	4	5	6						1	2	3
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10			
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17			
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24			
26	27	28	29	30	24	25	26	27	28	29	30	28	29	30	31	25	26	27	28	29										
							31																							

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			1	2	3	4	5	6						1	2	3	4							1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8			
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15			
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22			
24	25	26	27	28	29	30	28	29	30	26	27	28	29	30	31	23	24	25	26	27	28	29	23	24	25	26	27	28	29	
31																			30											

Important Dates

- 6/30 - Orientation Day/First Day of School
- 7/4 - Fourth of July
- 9/4 - Labor Day
- 11/10 - Veteran's Day
- 11/20 - 11/24 - Thanksgiving Break
- 12/18- 1/5 - Winter Break
- 1/15 - Martin Luther King Jr. Day
- 1/19 - End of Semester 1
- 1/22 - Semester Break Non-School Day
- 2/15 & 2/16 - PD for Staff, Non-School Days
- 2/19 - Presidents' Day
- 3/11 - 3/15 - Spring Break
- 5/27 - Memorial Day
- 6/13 - Last Day of School

Key

- First & Last Day of School
- End of Learning Period
- Holiday
- Non-school Days
- ACA Days

		Days		
LP1	7/1 - 8/5	30		
LP2	8/7 - 8/25	0		
LP3	8/28 - 10/6	29		
LP4	10/9 - 11/17	29	P1	88
LP5	11/27 - 1/19	0		
LP6	1/23 - 2/14	0		
LP7	2/20 - 3/22	19	P2	107
LP8	3/25 - 5/4	35		
LP9	5/6 - 6/13	33		



Awaiting Board approval

Track B 2023 - 2024 Calendar

JULY							AUGUST							SEPTEMBER							OCTOBER						
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		1	2	3	4	5							1	2	1	2	3	4	5	6	7	
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				
30	31																										

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					1	2	1	2	3	4	5	6					1	2	3	
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29		
							31																				

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	1	2	3	4	5	6					1	2	3	4							1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	23	24	25	26	27	28	29	
31																					30						

Important Dates

8/28	- First Day of School
9/4	- Labor Day
11/10	- Veteran's Day
11/20 - 11/24	- Thanksgiving Break
12/18- 1/5	- Winter Break
1/15	- Martin Luther King Jr. Day
1/19	- End of Semester 1
1/22	- Semester Break Non-School Day
2/15 & 2/16	- PD for Staff, Non-School Days
2/19	- Presidents' Day
3/11 - 3/15	- Spring Break
5/27	- Memorial Day
6/13	- Last Day of School

Key

	First & Last Day of School
	End of Learning Period
	Holiday
	Non-school Days

		Days		
LP1	8/28 - 10/6	29		
LP2	10/9 - 11/17	29	P1	58
LP3	11/27 - 1/19	24		
LP4	1/23 - 2/14	17		
LP5	2/20- 3/22	19	P2	118
LP6	3/25 - 5/3	30		
LP7	5/6 - 6/13	28		





Elite^x BLOOMS

The Portrait of the Graduate
Comes to Life

PROPOSAL FOR SERVICES

*"When the student is ready,
the teacher appears; and when the
student is truly ready, the teacher
disappears." - Lao Tzu*

Submitted by:
Neesha Nanda Rahim

Jan 30, 2023

ChatGPT -> What Does it Mean for Schools & Graduates?





GOAL

Bring Elite's "Portrait of the Graduate" to life by empowering and training Elite's educators to create & deliver learning experiences that are engaging, inspiring, focused on a defined set of skills/values, and that instigate disequilibrium and discovery.



ELITE
~~AT SYNTHESIS,~~
**KIDS LEARN TO SOLVE
COMPLEX PROBLEMS.**

0:06 / 0:56

CC HD

Link to the video:

https://drive.google.com/file/d/1faUld6s7-sl2U4x4vmpaupnF92MrKv1x/view?usp=share_link

The Team



Neesha Nanda, Project Lead

Neesha is an edtech pioneer & serial entrepreneur with 20+ years of experience working to build and scale orgs (both for profit and non-profit). Her work has centered on building ecosystems that reimagine the way we educate our children and democratize access to meaningful, relevant learning experiences.

 [Let's connect!](#)

Synthesis Experts, Workshop Designers, Facilitators, & Mentors



Ajinkya Wadhwa

Development Team & Teacher Training Lead

Ajinkya is an engineer by day (degree in Civil Engineering) and a teacher by night at Synthesis. Synthesis was co-founded by the head of Elon Musk's school, Ad Astra. His background as Co-founder of eiskool.com (SEL through conundrum videos for K12), and a member of the K20 DAO among other experiences gave him the opportunity to be involved across functions at Synthesis.

- Admin of SynthU - Synthesis' in-house teacher training program. Conceptualizing, executing, and scaling this from 40 to 500+ faculty members.
- Hiring - screened over 1000 applications and interviewed over 200 applicants.
- Moments - Head of Moments (Asia). This team was responsible for building a review system for the Synthesis sessions.
- Coach - 1:1 and small group coaching for teachers as they continued their professional development through Synthesis.
- Marketing - screening of social media influencers for Influencer Marketing Campaign.
- SynthSwag - setup the online Synthesis merchandise store.



Lucy Hutchinson

TOR Team Lead & Coach

Lucy has been teaching for over 20 years. Her passion has been creating emotionally inclusive, psychologically safe yet challenging learning environments.

- Reserve (substitute) member for ongoing PRAXIS workshops at Synthesis.
- One of the few teachers working across all 3 age bands at Synthesis.
- Facilitates all formats of sessions at Synthesis - Foundation, Progression, and Open Sessions.
- All 8 TAs she worked with have demonstrated growth and are on the Teacher Reserve List at Synthesis.



Anna Shildrick

PD Design & Facilitation & Coach

Anna has developed a wide range of interests and skills over her 27 years of experience in the world of education, language, and culture.

A leader in education and training, focusing on designing ways to enable teachers and professionals to facilitate learning and growth for their students and teams

- Driven to redesign school curriculum to bring excitement and relevance into the learning process
 - Experienced in designing and delivering online and face-to-face workshops and training opportunities for teams seeking to adapt to a rapidly changing world
 - Committed to breaking down barriers in cross-cultural, language, and education settings
 - Multilingual and bicultural with a passion for culture and communication
 - Specializes in aiding global communication through translation and interpretation
 - Driven by projects that inspire and align with the goal of doing good for the world through a love of education, language, and culture

The Team

Synthesis Experts, Workshop Designers, Facilitators, & Mentors



Lara Kehler

PD Design & Facilitation & Coach

Lara was raised as an unschooler and is now parenting her own children as self directed learners.

- Beta program - first access to all first release of products of Synthesis.
- Facilitates sessions of all formats at Synthesis - Foundation, Progression, and Open Sessions.
- Ex-Head of Product and Bootstrapped Operations for a game-based learning startup.
- Founded and ran a primary school centred around student agency: Choice --> Judgement --> Responsibility --> Freedom.
- Specialist in 1:1 coaching.
- Session design and large group facilitation.



Prashanth Narayan

Systems Architect, Community Lead & Facilitator

Prasanth is the Head of Faculty Support Team at Synthesis, supporting a global faculty of 500+ members and serving as a backstop for emergencies.

- Reports directly to leadership and is a specialist of change management
- Moved Synthesis from a reactive to a pro-active operational approach
- Identified gaps and built efficiencies in existing systems
- Implemented a community first approach of creating a practice ground for Synthesis faculty
- Built community and culture in a decentralised workplace
- Director Operations at a manufacturing facility with over 15 years experience



Vanina Todorova

Neuroscience of Learning Expert & Facilitator

Vanina is applying her knowledge of neuroscience of learning at Synthesis and took on role of of SuperTA and then Teacher.

- Individual student coaching in the Moments Roundtable (reflection heavy) program at Synthesis
- Part of the European Moments team, reviewing quality of Synthesis sessions
- Coaching Teachers and Teaching Assistants
- BSc in Psychology with a Masters in Clinical Psychology
- Student mentor at Free University of Berlin

*"If you want to go fast, go alone,
if you want to go far, go together"*

Co-Create & Define Mastery



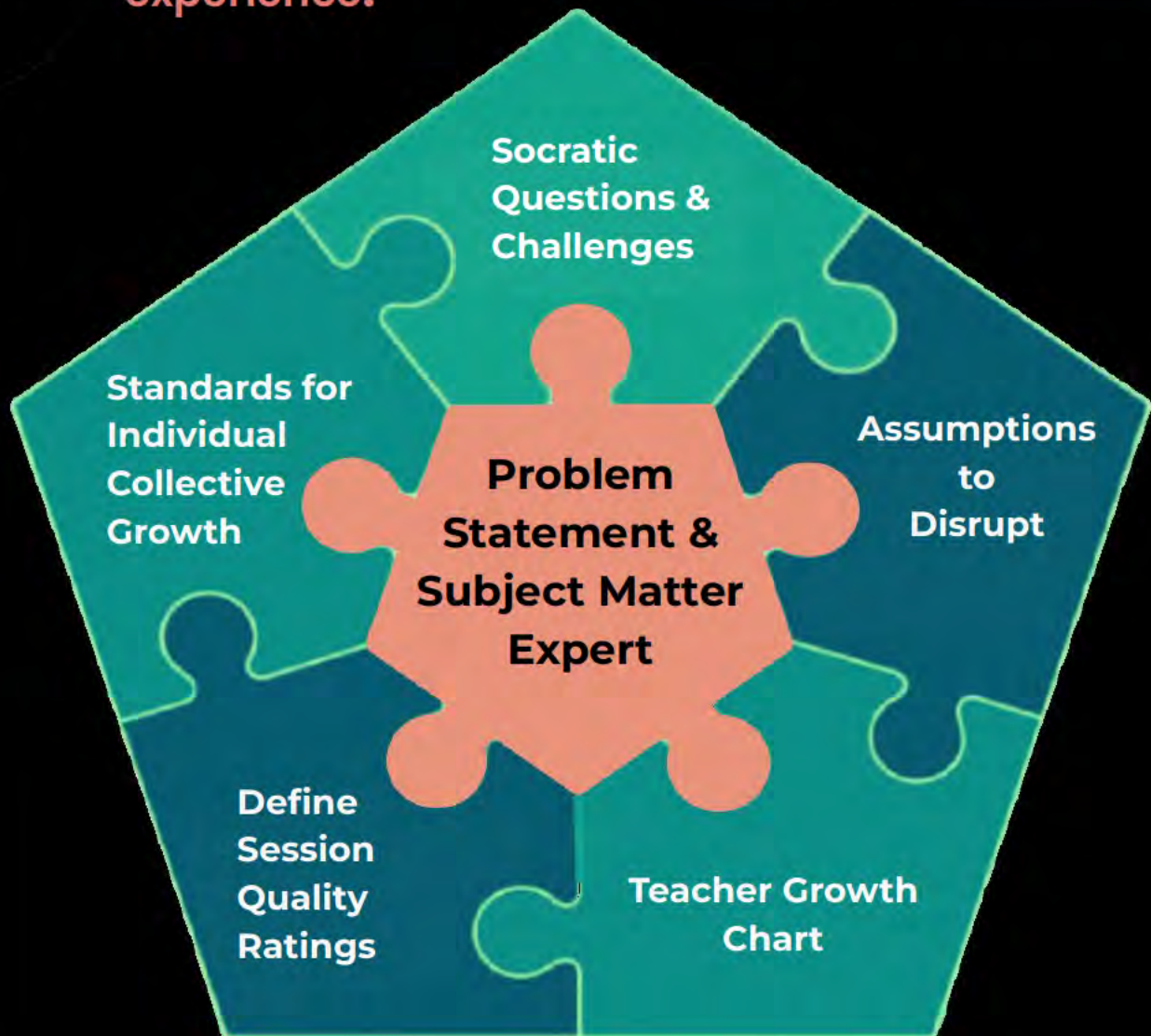
The Pedagogy of Getting to Master Level



	Novice: the concern	Apprentice: the standard	Jedi: the goal	Master: the ideal
Teacher Positioning	Define where the teacher is positioned at each level - from the Sage on the stage to the guide on the side.			
Quality of Questions	Define the quality of questions, assessing them for their ability to engage conversation, provoke thought, surprise students, upend assumptions and challenge students to grow.			
Discussion Techniques	What is the interaction among the students like? Where does the teacher come in? How much leading is happening? Who is responsible for learning and for generating the questions? The teacher, or the student?			
Student Participation/ Engagement	How many students in the group are engaged? How engaged are they? Which voices are heard?			
Building Culture (The 3Cs: Civil, Collaborative, Constructive)	What is the culture of the group? This is generally shown by inclusion, affirmation, advocacy, safe risk-taking, and respectful interactions. How do course corrections happen?			

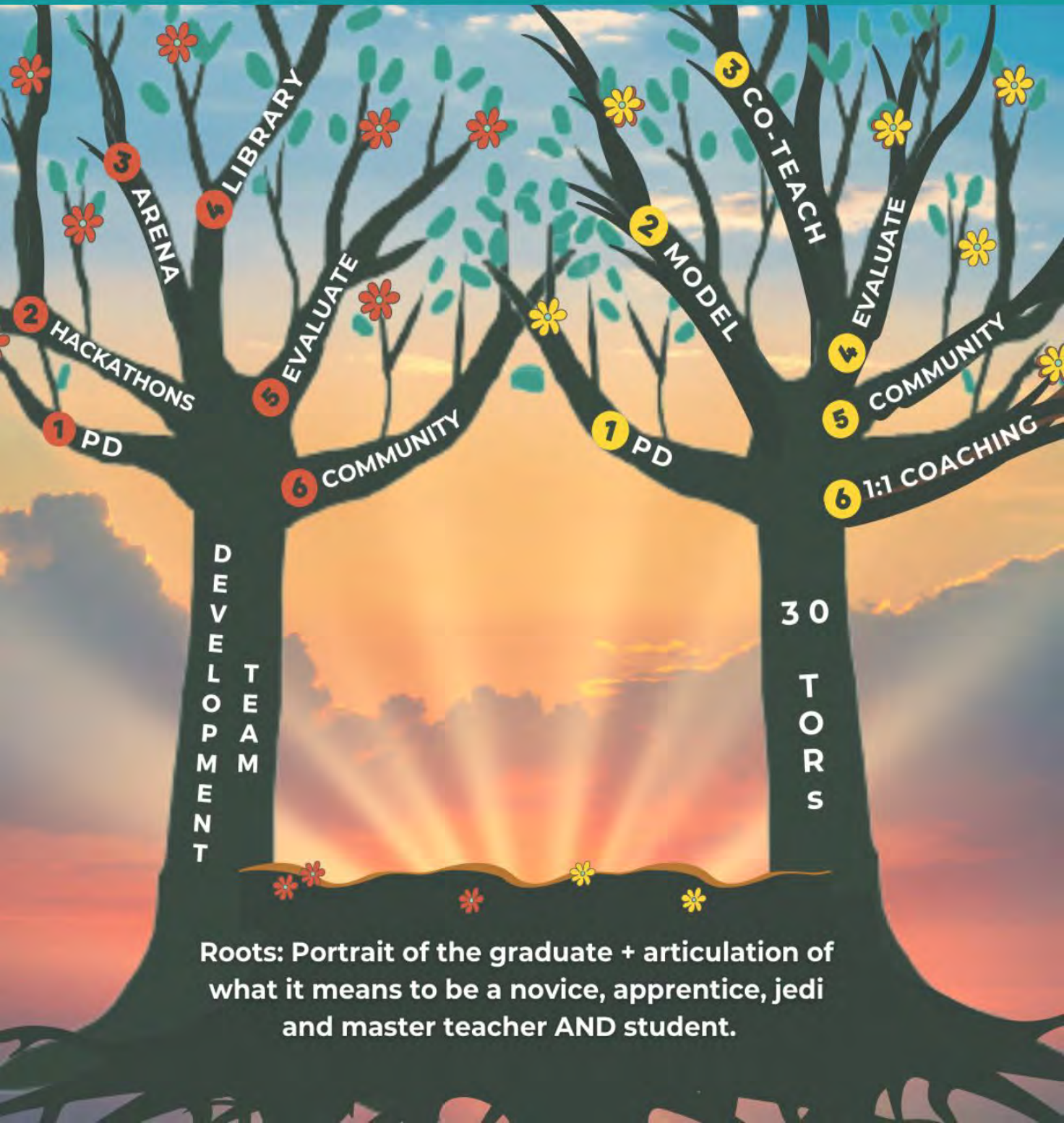
THE RECIPE FOR THE SECRET SAUCE

A framework for engagement that breaks down the ingredients that go into creating a Synthesis like experience.



Deliverable: Development Team to create a library of learner experiences via a hackathon process, test them, rework them and then bring to Cohort of 30 TORs.

2 Tracks: One Foundation



Roots: Portrait of the graduate + articulation of what it means to be a novice, apprentice, Jedi and master teacher AND student.



Development Team

Build the pedagogical power of Elite's Master Teachers. Enable them to create a highly engaging learning environment and learning experience for gifted and talented students. Empower this group to become the ambassadors and change agents to transform the wider school community.



THE OUTCOMES AT A GLANCE



STUDENTS

- Develop agency
- Become philomath/life-long learners/develop a love for learning
- Show evidence of following their curiosity and are motivated to hone their skills



TEACHERS

- Embrace the paradigm of learner centric learning
- Design and deliver meaningful learning experiences
- Develop self-awareness
- Develop fulfilling relationships with students
- Show evidence of having the adaptability to meet the expectation of what's needed from teachers now as well as in the future





SCHOOL


- Populated by highly engaged, self directed students
- Is known for creating authentic and meaningful learning environments and experiences
- Successfully builds a culture and community built on shared values





THE PROGRAM AT A GLANCE

- 

Professional Development
Provide proven insight on how to unlock student engagement, develop a problem-solving mindset, communication, and higher-level thinking in students.
- 

Define Values & Goals
Establish and define standards for the individual and collective growth of students AND teachers (as they move to facilitating rather than “teaching”)
- 

Build Culture
Launch a facilitated communication network (Slack) & foster habits of reflection through lesson review & feedback sessions.
- 

Hackathon
Provide a supported, mentored opportunity to apply pedagogical knowledge to build learner experiences.
- 

Co-Create a Library of Learner Experiences
Build, test and refine learner experiences that can then be used by the wider Elite Community.

Development Team

Professional Development Example



Developing Elite's Framework

Module 1 (6 to 10 hours)

We will look to understand how core tenets of pedagogy exist in your setting (via questionnaires and interviews) and how they are perceived by you. Then via professional development sessions, we will:

- Develop a set of shared values and guidelines for teachers by teachers - your cornerstone philosophy, axioms, uncompromising standards.
- Establish and define standards for the individual and collective growth of students (defining the novice to the master levels).
- Establish common vocabulary to be used moving forward.
- Share the core tenets of engaged learning.
- We will cover topics like: student agency vs student choice, relationship to information, socratic pedagogy, productive failure, and emotional intelligence.

Co-working + Culture | Community | Challenge Mindset (6 to 10 hours)

- Teachers look inward to come up with their own Teacher Growth Chart - what it means to up the ladder from a novice to a master facilitator.
- Discussions will combine theory + practice → case studies, clips, etc that have been gleaned from recordings of Elite's actual classes.
- Select and train a moments team to review actual class footage
- The group will define Session Quality Ratings

Hackathon Style Building



Synchronous & Asynchronous Co-Creation + Teacher Evaluation

Hackathon Style Sessions:

The Development Team to break themselves into groups based on subject area expertise, grade level taught or other criteria and work on building learning experiences.

This will consist of seven stages:

Co-Create

Via three, 90 min long work sessions, each group creates a learner experience using the puzzle template (below) with a mentor for guidance

Engage

Interact with one another and the wider group over Slack over 1 week in between work sessions. (Slack will be facilitated, moderated and seeded by a member of our team)

(Optional) Pitch

Each group will pitch their learner experience to a wider Elite audience of teachers who will choose the top three. The group will then engage in bringing a subject matter expert to the table.

The Arena

Run the experience in a simulated environment with the subject area expert.

Evaluation

Mentors will evaluate simulations & offer feedback

Revision

Groups will revise & run in a live classroom setting

Evaluation

Mentors will evaluate live runs of the learner experience & make suggestions for revisions. Revisions will be incorporated by teachers.

Development Team

The (Wo)man in the Arena

“It is not the critic who counts; not the man who points out how the strong man stumbles, or where the doer of deeds could have done them better. The credit belongs to the (wo)man who is actually in the arena, whose face is marred by dust and sweat and blood; who strives valiantly; who errs, who comes short again and again, because there is no effort without error and shortcoming; but who does actually strive to do the deeds; who knows great enthusiasms, the great devotions; who spends himself in a worthy cause; who at the best knows in the end the triumph of high achievement, and who at the worst, if he fails, at least fails while daring greatly, so that his place shall never be with those cold and timid souls who neither know victory nor defeat.” - Theodore Roosevelt



Training Wheels & The Arena



Overview of TOR Cohort Process

1

DISCOVERY

One on one leadership interviews, survey of participating educators, viewing recorded sessions & shadowing existing classes

2

PRAXIS LOOPS

Concept workshops (theory) followed by modeling lessons (practice), repeating for 5-8 rounds

3

REFLECTION

Build trust and instigate safe culture change by beginning with evaluation of our teachers moving to evaluation of co-taught lessons and finally to Elite teacher taught lessons. Workshops will be integrated to ensure this cohort is building their own rubric for evaluation.

4

THE COLOSSEUM

Practice ground for teachers. Attendees (teachers) roleplay as students while teachers take turns to lead the session and demonstrate their skills.

5

COMMUNITY BUILDING

Build community via facilitated synchronous and asynchronous chat channels

Getting Into the Arena: The Process

The Process



Workshop (workshops bookend all lessons)



Former Synthesis Teachers Model Lessons



Workshop (workshops bookend all lessons)



Reflection & Community Building integrated throughout



Former Synthesis Teachers Co-Teach with Elite Teachers



(Workshops bookend co-teaching & reflection/community building supports process)



Former Synthesis Teachers Move into Coaching Role & Elite Teachers Independently Teach Lessons Created by the Development Team



(Workshops bookend co-teaching & reflection/community building supports process)

Detailed Process

PHASE

I

DISCOVERY PHASE: MONTH 1

1. Leadership Interviews



1 hr phone interviews conducted by Neesha with:

CEO - Meghan Freeman

CSDO - Chief Student Development Officer - Ashlea Haynes

CAIO - Chief Academic Innovation Officer - Dr. Laura Spencer

Compliance and MTSS lead, Marissa Thompson

2. Review a cross section of recorded sessions of Teachers of Record (Advisory and other classes)



Watch 12 sessions from a range of grade levels, different “levels” of teaching. 6 in person sessions (2 from each academy if possible) & 6 recorded sessions (from the same class as the in person)

DELIVERABLE: Develop of what collective and individual growth look like under these conditions/for these classes.

DISCOVERY PHASE: MONTH 1

DELIVERABLE: Develop of what collective and individual growth look like under these conditions/for these classes.

- These milestones will be defined and shared to be used as working standards and a yardstick for growth.
- Through the program, these frameworks will be applied to help teachers develop a shared meaning of growth, parent communication, student feedback, and peer evaluation.

3. Distribute survey (“entry ticket”) to wider group of educators (as many as possible)

DELIVERABLE: Crunch that data and compile a list of impressions/common denominators/ challenges & opportunities

DELIVERABLE: Present the above to leadership and to the Development team. One meeting (45 min to 1 hr)

4. Review notes from Strategic Planning meeting



This meeting will focus on the Portrait of the Graduate and will be happening Jan 30th. Neesha will be in attendance & will take notes.



Compile follow up questions / modify the entry ticket & leadership interview questions.

DISCOVERY PHASE: MONTH 1

5. Finalize target groups of teachers



Development Team - 10 to 12 educators and members of leadership team that will build and test Synthesis like learner experiences for gifted, high IQ students. *(Lead: Ajinkya)*



TOR Cohort - Focus on a cross section of 30 TORs and split into 3 cohorts based on academy or grade levels (Elite leadership to determine) - *Lucy Leads - Vanina, Lara & Anna co-chair each with her*

- Cohort lead meets with each cohort
- Community - Launch Slack channel for each of the cohorts & begin community building - Prashanth

6. Develop (modify) training program scope & sequence relevant to this context - Lara & Anna

Synthesis Team Models Lessons

1. Introductory Workshop - Welcome to TOR Cohort



Goals:

- To enroll the TOR Cohort in mission/vision, present survey results, and agree on culture and goals.
- Develop a working understanding of Bloom's Taxonomy

2. Praxis Loops



Concept Workshop (Theory) and Model Lessons (Practice). 5-6 concept workshops and 6-8 model lessons.

3. Reflection workshops



Record lessons. Distribute to the Apprentice Cohort and discuss via Slack.

4. The Coliseum



Practice ground for teachers. Attendees (teachers) roleplay as students while teachers take turns to lead the session and demonstrate their skills.

PHASE

III

Synthesis Team Co-Teaches with TOR Cohort



Co-Develop & Co-Teach learner experiences that center on neuroscience of learning



Split the group so that 5 classes are being co-taught at a time with the rest of group acting as “Moments Evaluators” then switch roles until all teachers have played all roles.

PHASE
IV

TOR Cohort to Begin Teaching Independently

- 1.** Students are presented an open-ended real-world problem to students - for example - should we use CRISPR to delete mosquitos (built and tested by Development Team or made up by the TORs)
- 2.** Run this as a learning experience with multiple sessions with Elite teachers as students.
- 3.** Throughout each session, we will "Time in" and "Time out" to understand how the student feels through the journey and reflect on how best we can facilitate their learning as agents of change.
- 4.** Document learnings that will help in the crucial next step of Building Elite's Teacher Growth Chart.



Move to Teachers beginning to teach lessons that we have designed with them but that they teach on their own. Integrate ongoing workshops & community building via slack

1:1 coaching begins with our TOR Cohort

- 1.** Here the ongoing workshop agendas should be crowd-sourced by the coach and that particular group of teachers. This gives a big plus in terms of culture and bonding too.
- 2.** Also if some teachers need a lot more support they can be identified and a decision can be made.
- 3.** We'll also link this to the SQR/Moments/Evaluation rating.
- 4.** Develop Elite's Teacher Growth Chart and Student Growth Chart with various characters, levels, and parameters.
- 5.** Use the peer evaluation system to inform areas of strength and identify challenges. Workshops will use internal case studies to help teachers hone their skills.



Develop coaching modules - 1:1, small group. come up with a more holistic training plan.

PHASE

V

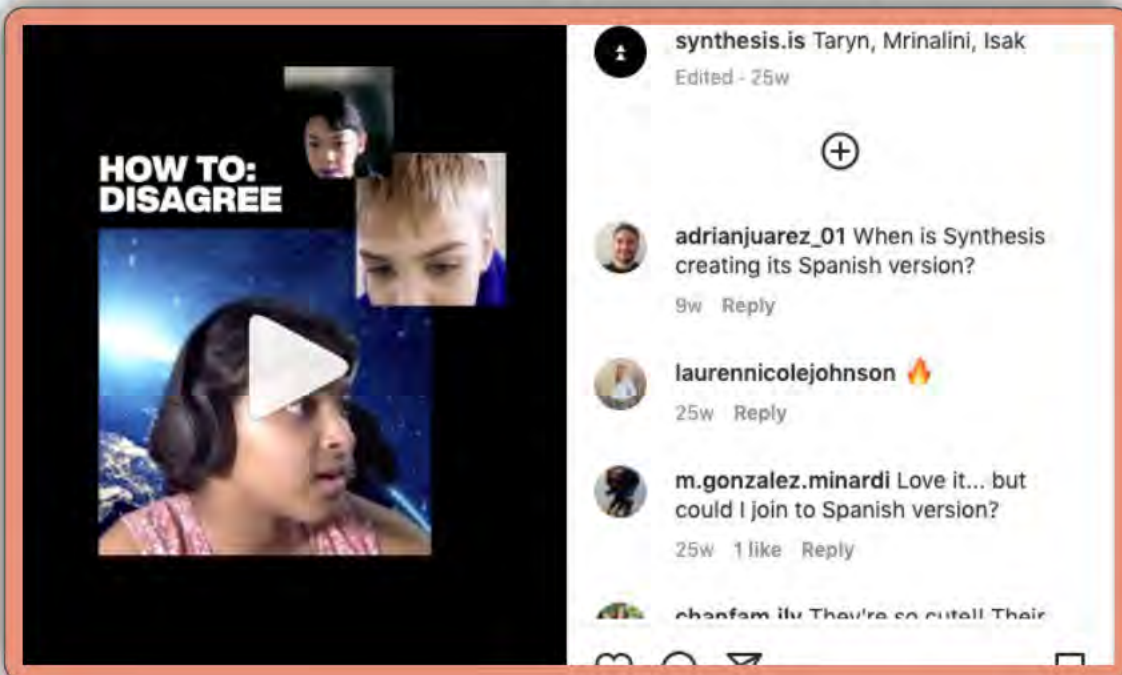
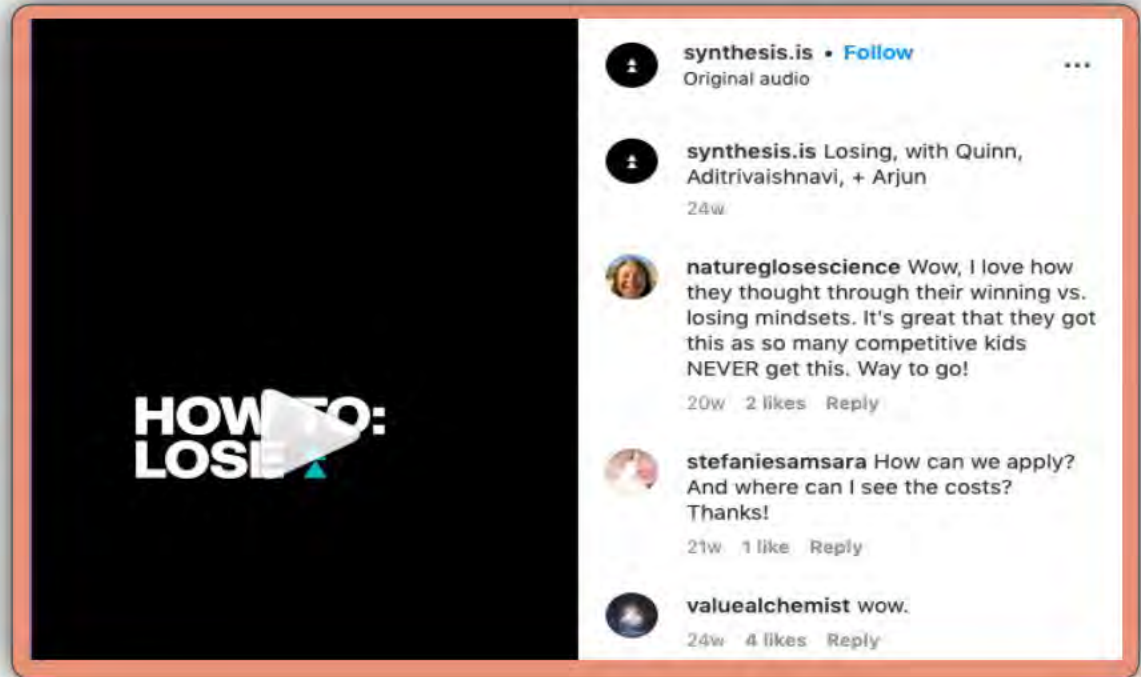
1:1 coaching begins with our TOR Cohort

- Working with Teachers of Record on a co-teaching/buddy facilitation model.
- Deliver coaching modules and SOPs for the same.
- Build a deeper understanding of State Standards and compliances. Until this point, our focus would have been working in a sandbox with their teachers. Hereon, the heavy lifting of aligning with state standards will begin.
- Regular check-ins with leadership and course corrections as needed.

Testimonials

Watch here:

<https://www.instagram.com/reel/ChAmZNAJUt9/?igshid=YmMyMTA2M2Y=>



Watch here:

<https://www.instagram.com/reel/CgxzNNWJb5k/?igshid=YmMyMTA2M2Y=>

Elite^x Blooms Staffing Price

PRICING

\$11,500 USD/month

FOR 6 MONTHS

Includes: Staffing the team necessary to deliver program to upto 10 educators on the Development Team & 30 TORs.

Thank You!

Independent Contractor Services: Neesha Rahim, Systems & Innovation Architect

Deliverables & Responsibilities:

1. Staff, manage and direct EliteX Blooms Program
2. Build CTE Course
3. Continue to maintain small group coaching platform and make modifications as required
4. Assess Elite's workflow and systems and build innovative solutions that increase efficiencies and effectiveness while reducing redundant work for Elite's team.
 - a. Build architecture
 - b. Source developers (developers fees will be priced separately)
 - c. Manage the build
 - d. Manage quality control and testing of systems
 - e. Example: Build a system that improves the process of submitting work plans to compliance officials.
 - f. Example: Build a system that improves upon the current OPS system

PRICING: \$7,500/month