



Elite Academic Academy - Lucerne

Please join my meeting from your computer, tablet or smartphone. Join Zoom Meeting

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

April 13th, 2023 at 9:00 am

43414 Business Park Drive, Temecula, CA 92590

23504 Lyons Avenue, Santa Clarita CA 91321

11152 Rancho Carmel Dr San Diego, CA 92128

109 Don Carlos Way, Ojai, CA 93023



Elite Academic Academy - Lucerne April 13th, 2023

Board Of Directors - Elite Academic Academy - Lucerne

Meeting Location

Due to requirements of the Brown Act, for any Director/member attending remotely, an address will be posted where the Director/member is attending. Agendas are posted at locations. Any public vote will be done by roll call to ensure the public knows who is speaking and voting. Members of the public may easily observe the meeting and offer public comment using the following dial-in numbers and/or internet link: Join Zoom Meeting
[https://eliteacademc.zoom.us/j/97566202696?](https://eliteacademc.zoom.us/j/97566202696?pwd=R2daZzJSNnZPNUV3Nk83K0dZXJtUT09)
pwd R2daZzJSNnZPNUV3Nk83K0dZXJtUT09 Meeting ID: 975 6620 2696 Passcode: 920373.

Time:

1.0 Call To Order

Roll Call :
Susan McDouga , 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 April 13th, 2023.

Motion: Second:
Vote:

3.0 Public Comment -Closed Session

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

4.0 Adjourn to Closed Session

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

5.0 Closed Session

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

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

5.2 Employer/Employee Relations (With respect to every item of business to be

discussed in closed session pursuant to
Government Code Section 54957.6)

Time:

6.0 Pledge Of Allegiance

Led By:

7.0 Open Session

8.0 Public Comment

Please submit a request to speak to the Board of Directors. Cards can be asked for by emailing ngagatamano@eteacademc.com. Please complete and return the form for agenda 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@eteacademc.com at least 72 hours prior to the meeting.

9.0 General Functions

9.1 Informational Items

A. CEO Authorizer Report

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

9.2 Consent Agenda

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

Motion: Second:
Vote:

A. Meeting Minutes from March 2nd, 2023

[EAA-LU 03.02.2023.pdf](#)

B. Warrant Register

[WarrantRegisterLU Mar 2223.pdf](#)

C. New Instructional Materials Community Partners

[EteAcademc Instructional Service Community Partner March 23 - VCI Community Partners \(1\).pdf](#)

D. Job Descriptions

[JD - Remote Teacher on Special Assignment](#)

(TOSA) Compliance Liaison (pending board approval).pdf

JD - Temporary Remote Teacher on Special Assignment
(TOSA) (pending board approval) (1).pdf

10.0 Personnel Services

10.1 Employee Letters of Intent

It is recommended that the board ratify the following Employee Letter of Intent for Ete Academic Academy - Lucerne.

[23.24 B. Craig Contract](#)

Motion: Second:
Vote:

10.2 Employee Release and Resignations

It is recommended that the board ratify the following Employee Release and Resignations for Ete Academic Academy - Lucerne.

[22230060.pdf](#)

Motion: Second:
Vote:

10.3 Staffing Calendars - 23.24

It is recommended that the board approve the following Staffing Calendars 23.24 for Ete Academic Academy - Lucerne.

[HR 2023-2024 Calendar Drafts - for Staffing \(pending board approval\) - 23 24 Employee Payroll Calendar.pdf](#)

[HR 2023-2024 Calendar Drafts - for Staffing \(pending board approval\) - 237 \(12 month\) Classified Calendar.pdf](#)

[HR 2023-2024 Calendar Drafts - for Staffing \(pending board approval\) - 232 \(12 month\) Director Coordinator Calendar.pdf](#)

[HR 2023-2024 Calendar Drafts - for Staffing \(pending board approval\) - 224 \(12 month\) Certificated Calendar.pdf](#)

[HR 2023-2024 Calendar Drafts - for Staffing \(pending board approval\) - 195 \(New Hire\) Certificated Calendar.pdf](#)

[HR 2023-2024 Calendar Drafts - for Staffing \(pending board approval\) - 189 \(11 month\) Certificated Calendar.pdf](#)

[HR 2023-2024 Calendar Drafts - for Staffing \(pending board approval\) - Temp Level Up Calendar.pdf](#)

Motion: Second:
Vote:

10.4 Independent Contractor Agreements

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

[Ete X - Growth Alliance IC Agreement.pdf](#)

[L. Olson IC Agreement.pdf](#)

Motion: Second:
Vote:

11.0 Business Services

11.1 Monday.com Contract Renewal Proposal

It is recommended that the board approve the following Monday.com Contract Renewal Proposal for Ete Academic

Motion: Second:
Vote:

Academy - Lucerne.

[Monday.com Inv 150386.pdf](#)

[Monday IN23010003345-open- nvo ces.x sx](#)

[Monday.com nvo ce.pdf](#)

11.2 Video Approach Amended Contract

It is recommended that the board approve the following Video Approach Amended Contract for E te Academ c Academy - Lucerne.

[V deo Approach Contract 22.23 EAA-LU.pdf](#)

Mot on: Second:
Vote:

11.3 Sexual Education Course-Vendor Proposal

It is recommended that the board approve the following Sexual Education Course-Vendor Proposa for E te Academ c Academy - Lucerne.

[Ta k ng THETa k CHYA.pdf](#)

[The Ta k Contract 23.24.pdf](#)

Mot on: Second:
Vote:

11.4 Level Up Program Invoices

It is recommended that the board approve the following Level Up Program Invo ces for E te Academ c Academy - Lucerne.

[DMA Academy - Leve Up Program.pdf](#)

[STEM Fuse LLC - Leve UP program.pdf](#)

Mot on: Second:
Vote:

11.5 Staff Professional Development Event Proposal and Contract

It is recommended that the board approve the following Staff Profess ona Deve opment Event Proposa and Contract for E te Academ c Academy - Lucerne.

[Group Contract- SCW - E te June 2023 Staff Profess ona Deve opment.pdf](#)

Mot on: Second:
Vote:

11.6 Board Effects Contract Renewal Proposal

It is recommended that the board approve the following Board Effects Contract Renewa Proposa for E te Academ c Academy - Lucerne.

[Board Effects Contract Proposa .pdf](#)

Mot on: Second:
Vote:

11.7 Additional Office Space Lease-Elm St.

It is recommended that the board approve the following Add t ona Off ce Space Lease for E te Academ c Academy - Lucerne.

[E m Street Lease Agreement](#)

Mot on: Second:
Vote:

11.8 Graduation/Prom Vendor Proposals

It is recommended that the board approve the following

Mot on: Second:
Vote:

Graduat on/Prom Vendor Proposa s for E te Academ c Academy -Lucerne.

[Hawk Ranch - Graduat on Quote 5739164 LU.pdf](#)

[Hawk Ranch - Prom Quote 5739267 LU.pdf](#)

11.9 OPS Proposal for 23.24 /Summer

It s recommended that the board approve the fo ow ng OPS Proposa for 23.24 /Summer for E te Academ c Academy - Lucerne.

[E te Leve Up Serv ce Agreement 23 24.pdf](#)

[E te Lucerne Serv ce Agreement 23 24.pdf](#)

Mot on: Second:
Vote:

12.0 Educational Services/Policy Development

13.0 Report of Action Taken in Closed Session

The Board w report any act on taken n c osed sess on as requ red by aw.

14.0 Calendar

The next regu ar y schedu ed meet ng s May 4th, 2023 at 9:00 a.m.

15.0 Board Comments and Future Planning

16.0 Adjournment

In comp ance w th Government Code sect on 54957.5, open sess on mater a s d str buted to Board Members for rev ew pr or to a meet ng may be v ewed at the e teacem c.com or at the schedu ed meet ng. Board agenda back-up mater a s may a so be requested by call ng the Schoo at 1(866)354-8302. In add t on, f you wou d ke a copy of any record re ated to an tem on the agenda, p ease contact adm n strat on.

In comp ance w th the Amer can w th D sab t es Act, f you need spec a ass stance, d sab ty-re ated mod f cat ons or accommodat ons, nc ud ng aux ary a ds or serv ces, n order to part c pate n the pub c meet ngs of the charter's board of d rectors, p ease contact the Schoo at 1(866) 354-8302. Not f cat on 72 hours pr or to the meet ng w enable the Schoo to make reasonab e arrangements to ensure accommodat on and access b ty to th s meet ng. Upon request, the Schoo sha a so make ava ab e th s agenda and a oth er pub c records assoc ated w th th s meet ng n appropri ate a ternat ve formats for persons w th a d sab ty.

Mot on: Second:
Vote:

T me:



CEO REPORT



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



ELITE EAGLES



ARE LIMITLESS



March Celebrations

This Month we had a central focus on student work and data. With MOY assessments completed, leadership updated tactical plans and outlined additional action items for the remainder of the year. These data dives are profound and allow for celebration, humility, and targeted work. As we prepare for CAASPP testing, each department works to close achievement gaps and prepare students to perform their best. "Bubble Students," or students just below grade level, are being supported by every Academy in hopes of giving them that much-needed extra push to reach proficiency. We also are in the process of annual surveys allowing our students and families an opportunity to help us improve. The use of Panorama Education allows for third-party verification and ensures anonymity.

Staff Highlight |

Jacyln Thomas is the Community Relations Lead with Elite Academic Academy. Jacyln's ability to provide leadership and direction to the team has been amazing. We are so impressed by her performance and diligence. Jacyln has made enormous strides to manage her current duties and assist with director tasks. Her ability to lead the department alongside the director clearly shows through her work ethic. She is dedicated to the Elite mission by supporting the administration, teachers, vendors and the school community as a whole. She has been temporarily assigned to intermittently oversee the Community Relations Department in the absence of the department director. Thank you for continuing to show your commitment to our team. Elite is very fortunate to have such a hard-working team member.



Essential Highlights

Six Elite Essentials Celebrate On Target

Aligned Resources

Professional Development

Parents and Community

Responsive Instruction

Student Work and Data

Shared Leadership

ACADEMIC INNOVATION

THE EDUCATION REVOLUTION HAS BEGUN!

CAASPP STREAMLINING



Our Coordinator of Schoolwide Systems and Support, Michelle Wood, worked with our Assessment Dept to **streamline** state testing processes and reduce time spent on manual tasks.

The PFT Completion chart provides transparency into who needs to test by automatically importing the parent completion form data.

A Tech Support **automation** informs the Tech Dept immediately when a TOR indicates a student is lacking the tech needed for CAASPP testing.

LEVELING UP OUR GAME

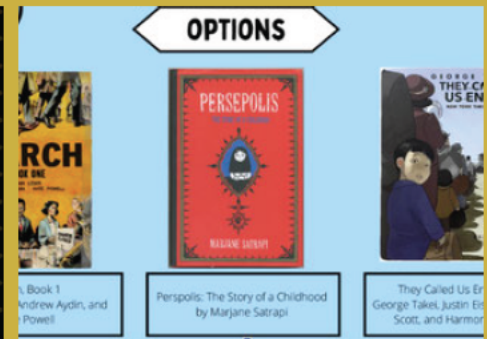


Now that the Level Up program is on Elite's website, **word is spreading** about our program. Marketing materials have been sent to

- 52 individual schools
- 29 school districts
- 36 club sports organizations

Four coach orientations have been held, reaching 16 new and returning Peak Performance partners. We've also finalized the master schedule, which includes the new gamified English 9A and 9B.

COLLABORATION!



In order to provide a more **personalized curriculum**, students in our updated English 12B course are being provided a choice of novels to read as part of their literature unit. Students will focus on the same **literary and writing skills** while enjoying the novel of their choice. Thanks to Sara Zitney, ELA Content Teacher, Alli Watters, Virtual Asst Director, and the TORs for a smooth ordering process and for embracing this new approach!

PORTRAIT OF AN ELITE GRADUATE

During our In-Person February PD, staff **brainstormed and collaborated** on the skills an Elite graduate needs to thrive in our society. Based on their insight, we are now looking at how to bring those attributes to life within all aspects of the Elite experience.

Content Teachers are looking at **course revisions** that integrate **skill development** and live sessions are being analyzed to determine how to increase student **engagement and application** of these skills.

Academy Directors are collaborating with Teachers of Record to see how they can weave these skills into

their weekly interactions with students. And as a Leadership team, we will be engaging in **personalized** professional development through MasterClass and our bi-weekly Leadership meetings to develop our own skills in these areas as well. It's an exciting time to **#BeElite!**



STUDENT DEVELOPMENT

410 STUDENTS IN GRADES 6-12 WERE AWARDED CERTIFICATES FOR EARNING A GPA ABOVE 3.0 FOR THE FIRST SEMESTER OF THE 2022/2023 SCHOOL YEAR.

QUEST CREW FIELD TRIP

Our **Quest Crew** spent the day practicing the recreation **industry skills** they've learned in their **CTE Adventure** courses, as well as the Quest Crew club. Students and families met Mr. Olson at Lake Jennings for a day of fishing. **Students learned how to bait a hook, cast a reel, some water safety, and most of all, patience and perseverance.**

Students ended their day of fishing with a campside firepit and s'mores!



READ ACROSS AMERICA

Our awesome CEO, Ms. Freeman, read to our students on March 2nd for the **Read Across America Day**.

Students loved hearing Ms.

Freeman read her favorite book about snowmen. The students had so much to say about snow with all the cold and snowy weather in Southern California this year!

PEAK PERFORMANCE ATHLETICS



It's that time of the year when our **5th, 7th, & 9th-grade** students have to test for the CA Physical Fitness Test. Our **Peak Performance Athletic Department** held an **in-person testing option in San Diego** for our students. Students were led in a warm-up by one of our community partners and enjoyed working together to meet their fitness goals. Our **Performance Coach, Cheryl McCormick**, has also been working with several Elite Athletes on their physical and academic goals. Our student, Tiana said, "Working with Cheryl has helped me to better understand myself. She gives me ideas of how to improve and strengthen the parts that I need help on."



OPERATIONS

WE CURRENTLY HAVE 264 FAMILIES RETURNING TO ELITE FOR THE 23/24 SCHOOL YEAR WITH MORE ENROLLING EVERY DAY! OUR TEAM MAKING CONNECTION WITH ALL FAMILIES VIA PHONE CALLS AND NEWSLETTERS.

ADMISSIONS



Our Open Enrollment window is going well. To date we have the families of 264 students who will be joining us in the fall! We will be accepting new families through April 15th and then will begin a waitlist until we have a better idea about space. Our Admissions Team is working closely with these new families making sure they have all their questions answered and are feeling welcomed to the Elite family. **The team is also sending out weekly information notices to all new families to help them get to know our school even better.** We are continuing our re-enrollment campaign and getting extremely good responses with the majority of our families planning on returning a huge compliment! Very soon, we will be focusing on enrollment for our Level Up/Track A program!

COMPLIANCE



As mentioned last month, we are piloting a new bridge system to link our student information system to our learning management system which would streamline the process for the teachers. We are still working on a few 'bugs' in the system, but were able to get approval from our auditor on this new system so we plan to move forward with it. Our annual audit should be starting sometime next month and we are gearing up to be ready for this.

STATE REPORTING



The next round of state reporting is the submittal of our P2 attendance reporting. This will cover attendance earned for each student from the first day of school through March 24th. We are currently working with teachers to ensure all attendance is properly entered so that we can begin pulling the data for the report which is due April 15th. Next on the state reporting schedule will be CALPADs End of Year reporting.

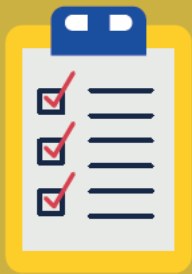
TEAM MEMBER HIGHLIGHT

This month, the Operations Team would like to recognize **Priscilla Gutierrez** and **Jordan Mason**. These are two of our newest members to the Admissions/Operations team. A huge goal for our team was to have welcome calls made to all new families, so they can make that connection with a staff member right away upon enrollment. This outreach has been extremely successful because of Priscilla and Jordan. Their warmth and compassion, along with their ability to answer any question, has given new families the perfect introduction to what Elite is all about. Along with these welcome calls, they have also been monitoring in-progress applications and reaching out to families quickly to ensure we get all of the enrollment documents necessary. Priscilla and Jordan have been an amazing addition to our team!!!

COMMUNITY RELATIONS

CURRENT ELITE COMMUNITY PARTNERS: 180 VCI/130 EMR
REIMBURSEMENT TRANSACTIONS: 820+
INVENTORY/CURRICULUM ITEMS SHIPPED: 560+

COMMUNITY PARTNERS



The Community Relations Department has received and processed **over 25** new VCI/EMR applications, emailed **over 25** applications to prospective vendors, and received **over 30** inquires to become a CP for the **Spring** semester so far. We are excited to add new incoming vendors to our **CP interest list** for the **2023-24** school year!

REIMBURSEMENTS



The Community Relations Department has received and processed **over 325 New Pre-Approvals**, **200 Reimbursement Submissions** and **295 Reimbursements** for payment. These are all vetted to ensure alignment to **personalized plans** and **common core standards**. The deadline to submit a Pre Approval for the Spring Semester is quickly approaching. **The deadline is Monday, April 3rd!**

INVENTORY



The Community Relations Department has packed and shipped **over 560 envelopes/boxes** for **FLEXperience Kits**, **ELPAC Parent/Guardian Packets**, **Student/Parent/Staff IDs** and **Inventory Items**. Thank you directors who have been working alongside our team to ensure that your minor and major projects are being completed in a timely manner!

SUB DEPARTMENT HIGHLIGHTS



Elite has **79 new Instructional Services Community Partners (VCIs)** that have joined us this school year so far!



Our reimbursements team has **set a record by processing 240 reimbursements for payment in one month!**



Our inventory clerk has filled **over 400 inventory item requests** this school year so far!

SPRING INTO ACTION



It is that time of the year when new life is blooming and time is moving forward! Spring into action like the CR department as they reorganized the storage and office. There are several benefits to keeping a tidy and clean working space.



- Reduces the chance of injury
- Improves focus and mood
- Keeps you physically active
- Good way to destress
- Improves peace of mind



HOMESCHOOL



ENROLLMENT:

LU: 232 STUDENTS | ME: 502 STUDENTS



RHYTHM OF READING

Introducing the Rhythm of Reading Competition, organized by Lead Teacher, Summer Alexander. The goal is to **encourage all students to read daily for pleasure!**

Families place a sticker or stamp each day their child reads 15 minutes or more (outside of academics).

Each month, parents get to choose from a variety of books and prizes to be sent home!

STUDENT HIGHLIGHT: ELIANA H.



Eliana has been with Elite since 9th grade in 2020. We are so proud of her accomplishments! Below is a testimonial from her father, Eric:

*"Elite has been such a blessing. Eliana is thriving. She is so proud of all of her accomplishments at EAA. She has had the opportunity to develop her leadership skills through **founding the E4C club**, her ability to earn **two associate degrees from Palomar College** before she graduates high school, and carrying a **4.4 GPA** while being **number one in her class** are all things Eliana is very proud of accomplishing thus far. These accomplishments have been a team effort through the support of Amanda, Nicole, and [Admin]. You all continue to encourage her and push her toward excellence. We are so very thankful for EAA!!!"*

BUBBLE STUDENT SUPPORT

"Bubble Students" are students whose standardized exam scores are not poor enough to qualify them for special services, but are promising enough that every effort should be expended to help them toward becoming proficient.

Homeschool has identified 69 ELA bubble students and 109 Math bubble students. Currently 88% of those students are receiving targeted support through a variety support, including: TOR Tutoring, iReady My Path, MTSS Tutoring, Lexia, Reading Eggs, ALEKS, Parent support and training, Community Partner Tutoring, and intervention resources to create custom targeted support.



MARCH MEMORIES: HOMESCHOOL SCIENCE FIELD DAY

We had so much fun at our SCIENCE-Themed Field Day on March 9th at THREE park locations to choose from (San Diego, Escondido, Murrieta). Activities included:

- Pot Decorating
- Popsicle Stick Catapult Challenge
- Shamrock Suncatchers
- Microscope Exploration
- Solar Ovens
- Wind-Powered Cars
- Walking on Water
- Elephant Toothpaste!
- Paper Airplane Competition
- ...and more!





GRADE LEVEL SUPPORT: 184 HOURS
 1:1/SMALL GROUP SUPPORT: 362 HOURS

BUILD YOUR OWN ENGINE!

READ ACROSS AMERICA

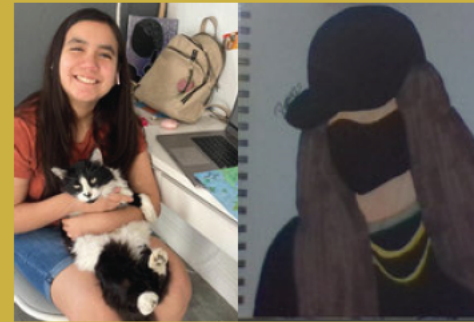
CREATIVE ART



Jonathon is in 3rd grade and is currently working on building his very own engine! These pictures show Johnathon working on machining the case and opening up the cylinder bores from stock sizing 85.5mm to 94mm, making the engine displacement from 1600cc to 1914cc. His dad owns and operates a classic air cooled VW performance shop called Rababak Performance. Johnathon could not be prouder about building his engine with his dad. This is a wonderful example of passing down knowledge and skills from one generation to the next! Way to go Johnathon and family!



Our Kinder Literacy Cohorts had fun creating Cat and the Hat art projects for Read Across America. They have read a total of 26 books this year with their kinder cohort class.



Meet Damaris! This is her second year here at Eite. Damaris has been consistent in her goals, aspirations, and advocacy. She is a hard worker, advocates for herself and is a leader in and out of the classroom. In addition to this, Damaris is creative and loves to express herself through art. Keep up the great work!

FLEX TEACHER SPOTLIGHT



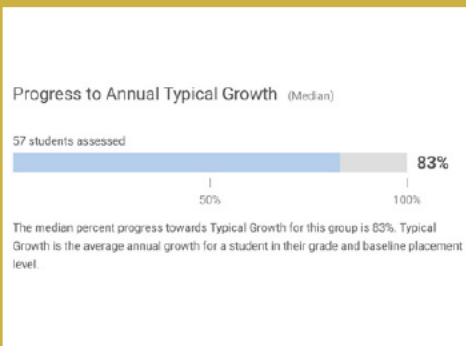
Meet Valerie Zamora! Valerie has been with Flex for two years and is a natural leader. Valerie is fun, charismatic, and she brings a sparkle into every meeting she facilitates or attends. She is currently working on a Storybook Art Class with Flex TK-3 students. They get together every week, read a story and then draw together. She plans on creating a slideshow with all of the amazing storybook art they created together. Your smile and creative energy is appreciated in Flex. Thank you Valerie!



EACH WEEK TEACHERS OF RECORD ARE PROVIDING DIRECT STUDENT SUPPORT:

- 135 HOURS OF 1-ON-1 CHECK-IN MEETINGS
- 100+ HOURS OF ACADEMIC SUPPORT SESSIONS
- ADVISORY CLASSES (30 MINS MS, 30 MINS HS)

MOY I-READY TESTING



First time assessing ALL 400+ Virtual Students:

- Reading - 97% Completed
- Math - 96% Completed

Students who took the BOY i-Ready Assessment have **shown growth!**

- Reading Progress toward typical annual growth - 83%
- Math Progress toward typical annual growth - 62%

Teachers are **using the data to provide targeted support** for students.

CAASPP PREP - BUBBLE STUDENTS SUPPORT



Students in **grades 6, 7, 8 & 11** whose assessment scores show they are **1 grade level below** will be receiving targeted support in **ELA and Math** during the month of April.

30 students will be placed in **MS** and **HS** groups for **each subject area**. TORs will be leading **2 1-hour sessions each week** for **each subject area** and targeting **content area knowledge and skills** aligned with **CCSS** to help fill in learning gaps and prepare our students for success on the CAASPP tests in May.

VIRTUAL TALENT SHOW



We are excited to announce our Virtual Academy Elite's Got Talent Show!

Our students have so many unique talents, skills and abilities and we look forward to showcasing them for our community.

Students are submitting videos now.

Please join us on Zoom to celebrate our amazing students!

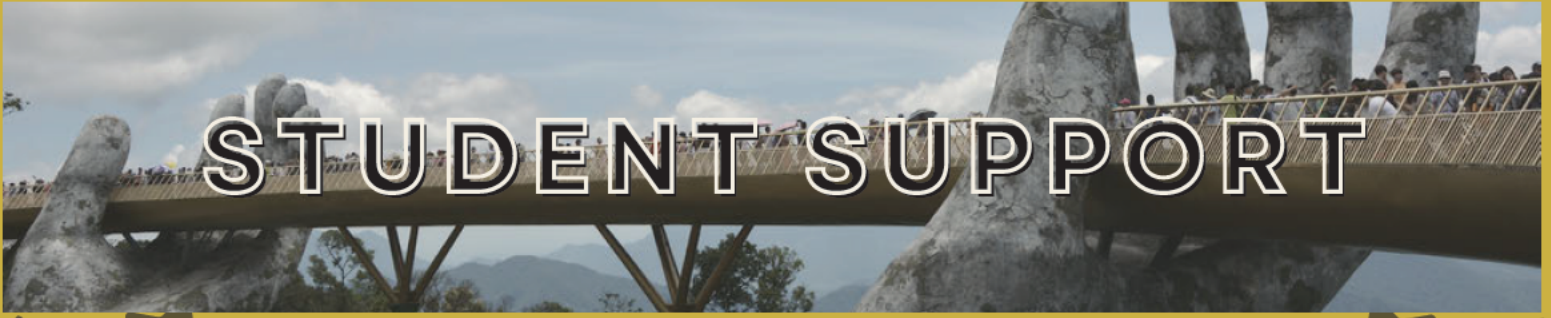
STUDENT LEADERSHIP

Marlene is an 8th grade student who is part of our Leadership Class and is the Virtual Academy Communication Commissioner for ASB. She is meeting with administration bi-weekly to:

- Liaison between ASB class and virtual academy
- Promote special events and spirit weeks
- Highlight student achievements
- Work on ideas for student-led activities during monthly assemblies

We are so excited to be working with Marlene to put student leadership at the forefront of our academy!





STUDENT SUPPORT

22 STUDENTS WERE EXITED FROM THE SST PROCESS IN MARCH DUE TO IMPROVEMENT IN ACADEMICS AND ENGAGEMENT!

RESPONDED TO 9 REFERRALS
43+ HOURS OF DIRECT COUNSELING
INCREASED PARTICIPATION IN OUR MIDDLE SCHOOL HANGOUT CLUB!

TESTING SEASON

READ ACROSS AMERICA

MENTAL HEALTH

CAASPP ORIENTATION
FOR PARENTS AND GUARDIANS
MARCH 22, 2023 @ 5PM-6PM

Join your Academy Directors and the Assessment Department to learn all about the California Assessment of Student Performance and Progress (CAASPP) and get answers to FAQs and much more!

What does the test look like? Why do we test? Where does testing take place?
When is testing? How can I get tech support? How can I help my student(s)?



Mental Health Awareness
Season 3, Episode 8

With Elite Academic Academy School Counselor Ms. Ramirez

The Assessment Dept is busy getting teachers, parents and students ready for Smarter Balanced, Physical Fitness Test, and ELPAC! We have completed:

- Teacher trainings and task management
- Coordinating technical services
- Automated the PFT Do-it-Yourself process
- Worked with Learning Lab coaches to develop CAASPP focus for Round 2
- Prepared testing kits for each student and the teachers

Special Education Service Providers enjoyed celebrating **Read Across America** with their students! Read Across America is an annual reading motivation and awareness program that calls for every child in every community to celebrate reading.



Welcome to our **new Learning Lab coach**, Elisabeth Thompson. She is a **literacy** coach with a lot of experience who specializes in elementary literacy.. Parents, students and teachers are excited about the impact she is already making.

School Counselor Citlalli Ramirez joined Elite's Podcast club this month to share the importance of taking care of our **mental health**.

Student Success

One student recently shared with the Counselor, "The biggest thing I have taken away from my counseling sessions...is learning how to **be assertive** in real life situations....Being assertive has **helped me** be able to reach out more to my teachers when I need help, speak up when I NEED to, talk about my needs with family, and so much more."



Academy Directors are instrumental in ensuring students are prepared for state testing. After analyzing Middle-Of-Year (MOY) iReady data, each Academy developed a plan with the Assessment Dept to support students who are on the cusp of **demonstrating proficiency**. By helping students become comfortable with the testing platform, and confident in their knowledge of the skills, we know our **students will show what they know!**



Lucerne

| | |
|--------|-----|
| Tk -5 | 325 |
| 6-8 | 187 |
| 9-12 | 190 |
| Total* | 702 |

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

NEXT MONTH

Student Work/Data



Next month the entire school is focusing on our "Bubble Students". These are our students who need just a little bit of extra support to become proficient! We look forward to seeing these students SOAR on their state assessment

Surveys



As we prepare for our 22.23 LCAP annual update and write our 23.24 LCAP we will be analyzing our data, updating goals and objectives and working to make this large document very meaningful.

Authorizer Presentation



We look forward to **first ever talent show hosted by our Virtual Academy!** Elite sure does have talent and we are excited to showcase our awesome students!



Elite Academic Academy - Lucerne

Please join my meeting from your computer, tablet or smartphone. Join Zoom Meeting

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

March 2nd, 2023 at 9:00 am

43414 Business Park Drive, Temecula, CA 92590

23504 Lyons Avenue, Santa Clarita CA 91321

12395 El Camino Real, San Diego, CA 92130

109 Don Carlos Way, Ojai, CA 93023



Elite Academic Academy - Lucerne March 2, 2023

Board Of Directors - Elite Academic Academy - Lucerne

Meeting Location

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

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

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

Time: 9:00 am

1.0 Call To Order

Roll Call: Susan McDougla, Cody Simmons, Kent Christensen

Present Present Present

Kent Cody

Motion: Second:

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

2.0 Approve/Adopt the Agenda

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

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: 9:05 am

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 gatamrano@e-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@e-teacademc.com at least 72 hours prior to the meeting.

9.0 General Functions

9.1 Informational Items

* Kent Christensen had to leave meeting suddenly at 9:33 am.

A. CEO Authorizer Report

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

B. Student Academic Awards Presentation

9.2 Consent Agenda

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

A. Meeting Minutes from February 2nd, 2023

[EAA-LU 02.02.23.pdf](#)

B. Warrant Register

[WarrantRegisterLU_Feb_2223.pdf](#)

C. New Instructional Materials Community Partners

[E-te Academic Instructional Service Community Partner_February_23 - VCI Community Partners.pdf](#)

D. New Educational Materials Community Partners

[E-te Academic Educational Materials Partner_February_23.xlsx - EM Partners.pdf](#)

E. Job Descriptions

[23.24 JD Temp Level Up Instructional Aide \(pending board approval\).pdf](#)

[23.24 JD Temp Level Up Teacher of Record \(pending board approval\).pdf](#)

[23.24 JD Temporary Level Up Lead Teacher \(pending board approval\).pdf](#)

[Susan](#) [Cody](#)

Motion: Second:

Vote: [Susan](#); [Aye](#), [Cody](#); [Aye](#).
Item carries 2-0.

approva).pdf

23.24 Temporary Adm ss ons C erk (pend ng board
approva).pdf

23.24 JD Temporary Leve Up Content Teacher (pend ng
board approva) .pdf

F. Level Up Program Letter of Intent Templates

Letter of Intent - Temporary Leve Up C ass f ed (hour y)
TEMPLATE.pdf

Letter of Intent - Temporary Leve Up Content Teacher
(Coach) Cert f cated (hour y) TEMPLATE.pdf

Letter of Intent - Temporary Leve Up TOR Cert f cated
(st pend) TEMPLATE.pdf

G. Level Up Program Temporary Contract Templates

Temporary Contract - Leve Up Teacher of Record (st pend)
- TEMPLATE.pdf

Temporary Contract - Leve Up C ass f ed Pos t on (hour y) -
TEMPLATE.pdf

Temporary Contract - Leve Up Content Teacher (hour y) -
TEMPLATE .pdf

10.0 Personnel Services

*Opened items 10.1-10.4
together.
Motion: Cody
Second: Susan

10.1 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.

2230360.pdf

10.2 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.

EAA LU Neesha_Rah m_IC_Agree.pdf

10.3 Employee Contracts

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

22230399.pdf

10.4 Temporary Employee Contracts

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

22230400.pdf

Cody Susan

Mot on: Second:

Vote: Susan; Aye, Cody; Aye.
Item carries 2-0.

Cody Susan

Mot on: Second:

Vote: Susan; Aye, Cody; Aye.
Item carries 2-0.

Cody Susan

Mot on: Second:

Vote: Susan; Aye, Cody; Aye.
Item carries 2-0.

Cody Susan

Mot on: Second:

Vote: Susan; Aye, Cody; Aye.
Item carries 2-0.

11.0 Business Services

11.1 Professional Development Vendor Invoices

It s recommended that the board retroact ve y approve the fo ow ng
Profess ona Deve opment Vendor Invo ces for E te Academ c
Academy - Lucerne.

Cody Susan

Mot on: Second:

Vote: Susan; Aye, Cody; Aye.
Item carries 2-0.

[76007.pdf](#)

[76009.pdf](#)

[Invoices 76006,76008,76010,76015.pdf](#)

[Forma Design by Susan.pdf](#)

[Send a Cake Receipt.pdf](#)

11.2 Second Interim

It is recommended that the board approve the following Second Interim for E te Academic Academy - Lucerne.

[FY 22.23_SecondInterim_LU Board Report.pdf](#)

[FY 22.23_SecondInterim_LU Cash Graph.pdf](#)

[FY23_EAA_LU_LCFF-Calculation_2ndInt.xlsx](#)

[FY 22.23_SecondInterim_RestrictedMYP.pdf](#)

[FY 22.23_SecondInterim_UnrestrictedMYP.pdf](#)

[FY 22.23_SecondInterim_SummaryMYP.pdf](#)

[FY 22.23_SecondInterim_CashFlow.pdf](#)

[FY 22.23_SecondInterim_Debt.pdf](#)

[FY 22.23_SecondInterim_Assumptions.pdf](#)

[FY 22.23_SecondInterim_ADA.pdf](#)

Cody Susan

Motion: Second:

Vote: Susan; Aye, Cody; Aye.
Item carries 2-0.

11.3 Strong Mind Updated Invoice

It is recommended that the board approve the following Strong Mind Updated Invoice for E te Academic Academy - Lucerne.

[E te Invoice-Strong Mind.pdf](#)

Cody Susan

Motion: Second:

Vote: Susan; Aye, Cody; Aye.
Item carries 2-0.

11.4 CLA Master Service Agreement and Statement of Work

It is recommended that the board approve the following CLA Master Service Agreement and Statement of Work for E te Academic Academy - Lucerne.

[Statement of Work - Audit Services.pdf](#)

[CLA Master Services Agreement.pdf](#)

Cody Susan

Motion: Second:

Vote: Susan; Aye, Cody; Aye.
Item carries 2-0.

11.5 CSC Borrowing Agreement 22-23

It is recommended that the board retroactively approve the following CSC Borrowing Agreement 22-23 for E te Academic Academy - Lucerne.

[1_EAAL-2A&RTL-CA23-1.docx.pdf](#)

[2_EAAL-BOS-CA23-1.docx.pdf](#)

[3_EAAL-NOA-CA23-1.docx.pdf](#)

[4_EAAL-OC-CA23-1.docx.pdf](#)

[5_EAAL-IC-CA23-1.pdf](#)

Cody Susan

Motion: Second:

Vote: Susan; Aye, Cody; Aye.
Item carries 2-0.

12.0 Educational Services/Policy Development

12.1 Educational Field Trip (Overnight)

Cody Susan

Motion: Second:

Vote: Susan; Aye, Cody; Aye.
Item carries 2-0.

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

[Facility Group Camp - Overnight Field Trip Request for Board Approval.pdf](#)

12.2 Updated Employee Handbook 22.23

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

[2023 EAA-Lucerne Employee Handbook \(pending board approval\).pdf](#)

12.3 22/23 Every Student Succeeds Act Comprehensive Support & Improvement Local Agency Application for Funding

It is recommended that the board approve the following 22/23 Every Student Succeeds Act Comprehensive Support and Improvement Local Agency Application for Funding for Elite Academic Academy - Lucerne.

[Local Agency Application \(CSI LEA Grant\) - GMART \(CA Dept of Education\).pdf](#)

12.4 Elite Employee Arbitration Agreement 23.24

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

[2023 EAA Arbitration Agreement \(Pending board approval\).pdf](#)

12.5 Elite Safety Plan 23-24

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

[23-24 Elite Safety Plan-Lucerne \(Pending Board Approval\).pdf](#)

Cody Susan

Motion: Second:

Vote: Susan; Aye, Cody; Aye.
Item carries 2-0.

Cody Susan

Motion: Second:

Vote: Susan; Aye, Cody; Aye.
Item carries 2-0.

Cody Susan

Motion: Second:

Vote: Susan; Aye, Cody; Aye.
Item carries 2-0.

Cody Susan

Motion: Second:

Vote: Susan; Aye, Cody; Aye.
Item carries 2-0.

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 meeting is April 6th, 2023 at 9:00 a.m.

15.0 Board Comments and Future Planning

16.0 Adjournment

In compliance with Government Code section 54957.5, open session materials distributed to Board Members for review prior to a meeting may be viewed at the e-teach.com or at the scheduled meeting. Board agenda back-up materials may also be requested by calling the School at (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 (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 other public records associated with this meeting in appropriate alternative formats for persons with a disability.

Cody Susan

Motion: Second:

Vote: Susan; Aye, Cody; Aye.
Item carries 2-0.

Staff Present: Meghan Freeman, Ashlea Kirkland, Gena Altamirano, Laura Spencer, Tamara Radford, Theresa Rubio, Ayme Pankratz, Karen Makkai, Ashly Davis, Tami Viveros, Sarah Critchfield, Maria Mack, Evan Jorgensen, Misty Cervantes, Adam Woodard, Jen Edick, Teresa Fleming, Elite Offices, Rachel Gonzalez, Tracy Hasper, Scott Michaelson, Allison Watters, Catherine Heredia, Rachelle Marcon, Leslie DeMedicis, Natasha Valasquez, Sarah O'Connor, Chris Waithe, Melissa Figueroa, Stef Ciccarrelli, Jessica Weeks, Shirley Alvarez, Danica Pearce.

Time: 9:59 am

Elite Academic Academy - Lucerne

| Date | Vendor Name | Account Name | Ref Number | Amount |
|-----------|---|--|----------------|------------|
| 2/1/2023 | PSAT-TICKETING | Educational Services | CC 6481 | \$649.60 |
| 2/1/2023 | WWW.TEACHWORKS.COM | Technology Services & Software - Educat | CC 6481 | \$47.99 |
| 2/1/2023 | WWW.TEACHWORKS.COM | Technology Services & Software - Educat | CC 6481 | \$93.89 |
| 2/1/2023 | THE MISSION INN HOTEL & | Professional Development | CC 6481 | \$156.68 |
| 2/2/2023 | FEDEX 564004647 | Postage & Delivery - Educational | CC 6481 | \$21.25 |
| 2/2/2023 | FEDEX 563912463 | Postage & Delivery - Educational | CC 6481 | \$29.36 |
| 2/2/2023 | FEDEX OFFICE 800000836 | Postage & Delivery - Educational | CC 6481 | \$244.04 |
| 2/3/2023 | MARIOS PLACE | Travel, Lodging & Meals | CC 6481 | \$524.21 |
| 2/5/2023 | THE MISSION INN | Professional Development | CC 6481 | \$207.03 |
| 2/5/2023 | ADOBE *800-833-6687 | Technology Services & Software - Busine: | CC 6481 | \$529.72 |
| 2/6/2023 | PURCHASE INTEREST CHARGE | Interest | CC 6481 | \$107.89 |
| 2/6/2023 | CUBESMART 713 | Rent - Facilities Lease | CC 6481 | \$286.00 |
| 2/6/2023 | THE MISSION INN HOTEL & | Professional Development | CC 6481 | \$1,926.12 |
| 2/7/2023 | SP AMBUTECH | Special Education Services | CC 6481 | \$99.70 |
| 2/7/2023 | SANDY PATT* (1 OF 1 PA | Educational Services | CC 6481 | \$2,000.00 |
| 2/8/2023 | PERKINS SCHOOL FOR THE B | Special Education Services | CC 6481 | \$2,195.00 |
| 2/8/2023 | AMERICAN PRINTING HOUSE | Special Education Services | CC 6481 | \$9.00 |
| 2/9/2023 | ZAPIER.COM/CHARGE | Technology Services & Software - Busine: | CC 6481 | \$448.50 |
| 2/10/2023 | MOLLY MAID OF SADDLEBACK | Janitorial Services | CC 6481 | \$126.00 |
| 2/13/2023 | WORLDSTRIDES SPECIALTY | Educational Services | CC 6481 | \$500.00 |
| 2/14/2023 | AIRTABLE.COM/BILL | Technology Services & Software - Busine: | CC 6481 | \$216.00 |
| 2/16/2023 | FEDEX 565418164 ENTERPRISE | Postage & Delivery - Educational | CC 6481 | \$31.28 |
| 2/16/2023 | RENT-A-CAR MOLLY MAID OF | Travel, Lodging & Meals | CC 6481 | \$391.62 |
| 2/17/2023 | SADDLEBACK DLR FRONT DESK | Janitorial Services | CC 6481 | \$126.00 |
| 2/19/2023 | DLH MICROSOFT*365 | Travel, Lodging & Meals | CC 6481 | \$39.62 |
| 2/20/2023 | J2 EFAX SERVICES | Technology Services & Software - Busine: | CC 6481 | -\$316.43 |
| 2/24/2023 | MOLLY MAID OF SADDLEBACK | Technology Services & Software - Busine: | CC 6481 | \$18.99 |
| 2/26/2023 | KAJABI GROWTH MONTHLY | Janitorial Services | CC 6481 | \$126.00 |
| 2/26/2023 | MOSYLE COR* MOSYLE_MAN | Technology Services & Software - Busine: | CC 6481 | \$199.00 |
| 2/28/2023 | SANDY PATT* (1 OF 1 PA | Technology Services & Software - Busine: | CC 6481 | \$165.00 |
| 2/28/2023 | Savannah Schuster | Educational Services | CC 6481 | \$2,000.00 |
| 3/1/2023 | Pioneer Nashville II, LLC | Educational Services | 22423 | \$640.00 |
| 3/1/2023 | | Rent - Facilities Lease | 003Mar23STE130 | \$1,030.50 |
| 3/1/2023 | Wildomar Valley Wood Products, Inc., Defi | Rent - Facilities Lease | 03Mar2023Lease | \$2,752.50 |

Elite Academic Academy - Lucerne

| | | | | |
|----------|---|---------------------------------------|----------------|------------|
| 3/2/2023 | All About Learning Press, Inc. | Approved Core Curriculum, Teacher Man | 914393 | \$225.06 |
| 3/2/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1G7D-7PD4-FDRV | \$97.74 |
| 3/2/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1XRC-H717-M4W3 | \$7.06 |
| 3/2/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 17HJ-QJVF-1HRN | \$8.56 |
| 3/2/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1WJV-RR1G-3YPD | \$47.00 |
| 3/2/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1M7J-G3HY-3HNC | \$7.54 |
| 3/2/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 16VN-9RWY-3HJ9 | \$8.90 |
| 3/2/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1QJQ-YKX3-1RP7 | \$13.99 |
| 3/2/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1DNW-R6JM-3DMT | \$14.64 |
| 3/2/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1RNX-HPMW-39NW | \$33.15 |
| 3/2/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 17YP-GQ43-1MTF | \$10.76 |
| 3/2/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1RYL-MFNT-3QKD | \$20.35 |
| 3/2/2023 | BookShark, LLC | Approved Core Curriculum, Teacher Man | BI0017076 | \$257.82 |
| 3/2/2023 | BookShark, LLC | Approved Core Curriculum, Teacher Man | BI0017077 | \$235.74 |
| 3/2/2023 | Demme Learning LLC | Approved Core Curriculum, Teacher Man | 0811164-IN | \$80.47 |
| 3/2/2023 | Mimeo.com, Inc | Approved Core Curriculum, Teacher Man | 1884149 | \$1,752.85 |
| 3/2/2023 | Nearpod Inc. | Approved Core Curriculum, Teacher Man | INVn586272 | \$4,690.50 |
| 3/2/2023 | Outschool, Inc. | Approved Core Curriculum, Teacher Man | 12345710984 | \$98.00 |
| 3/2/2023 | Outschool, Inc. | Approved Core Curriculum, Teacher Man | 12345710983 | \$75.00 |
| 3/2/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3973405 | \$316.22 |
| 3/2/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3973407 | \$45.13 |
| 3/2/2023 | Studies Weekly | Approved Core Curriculum, Teacher Man | 471564 | \$86.09 |
| 3/2/2023 | Studies Weekly | Approved Core Curriculum, Teacher Man | 471562 | \$87.49 |
| 3/2/2023 | Studies Weekly | Approved Core Curriculum, Teacher Man | 471683 | \$43.45 |
| 3/2/2023 | Teacher Synergy LLC | Approved Core Curriculum, Teacher Man | 219805131 | \$4.00 |
| 3/2/2023 | Teacher Synergy LLC | Approved Core Curriculum, Teacher Man | 219805423 | \$7.00 |
| 3/2/2023 | Teacher Synergy LLC | Approved Core Curriculum, Teacher Man | 219791770 | \$20.00 |
| 3/2/2023 | Teacher Synergy LLC | Approved Core Curriculum, Teacher Man | 219791890 | \$13.50 |
| 3/2/2023 | The Regents of the University of California | Approved Core Curriculum, Teacher Man | 169189 | \$399.00 |
| 3/2/2023 | Valley Office Equipment** | Copier Lease, Service, Toner & Repair | IN2301-1616 | \$15.62 |
| 3/2/2023 | 2 Crafty Mamas | Core Teaching/Student Supplies | 537343072 | \$216.41 |
| 3/2/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1PH9-TYJC-K9L7 | \$16.15 |
| 3/2/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 16LC-4TV9-KDGL | \$16.15 |
| 3/2/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1V6H-XK7Q-JY6Y | \$16.15 |
| 3/2/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1XRC-H717-K3QM | \$93.21 |

Elite Academic Academy - Lucerne

| | | | | |
|----------|-------------------------------|--------------------------------|---------------------|------------|
| 3/2/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1DCH-Q347-1JJM | \$9.69 |
| 3/2/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1HV4-JMRD-1Q9F | \$22.44 |
| 3/2/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1VDY-VQYV-1MKT | \$20.79 |
| 3/2/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1X4T-7L4N-1Vfy | \$43.90 |
| 3/2/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1VML-4XXG-1KR3 | \$35.01 |
| 3/2/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1GFG-6F7V-1CMG | \$16.03 |
| 3/2/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 19RM-6RGV-1KVV | \$35.01 |
| 3/2/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1T44-PWCY-1M7F | \$112.67 |
| 3/2/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1FFM-VFRM-13RP | \$32.29 |
| 3/2/2023 | KiwiCo, Inc. | Core Teaching/Student Supplies | KE-8CA3157501102300 | \$98.45 |
| 3/2/2023 | KiwiCo, Inc. | Core Teaching/Student Supplies | KE-367AD14E01182327 | \$62.65 |
| 3/2/2023 | Lakeshore Learning Materials | Core Teaching/Student Supplies | 3.57321E+11 | \$19.56 |
| 3/2/2023 | Mimeo.com, Inc | Core Teaching/Student Supplies | 1884149 | \$230.27 |
| 3/2/2023 | ATC Corona Inc. | Educational Services | 537363504 | \$195.00 |
| 3/2/2023 | Beyond Today Sports Institute | Educational Services | 537360249 | \$190.67 |
| 3/2/2023 | Branche Jones | Educational Services | 111 | \$1,500.00 |
| 3/2/2023 | Brittany Fleming | Educational Services | FLE013123 | \$420.00 |
| 3/2/2023 | CMMC Learning Center LLC | Educational Services | 537363514 | \$588.00 |
| 3/2/2023 | Dunn Enterprises Inc. | Educational Services | 537372628 | \$144.00 |
| 3/2/2023 | EM Sports LLC | Educational Services | 537367220 | \$1,750.00 |
| 3/2/2023 | Fight Sports Club | Educational Services | 537369372 | \$150.00 |
| 3/2/2023 | Fight Sports Club | Educational Services | 537370546 | \$150.00 |
| 3/2/2023 | Frank Velasquez | Educational Services | 537363508 | \$260.00 |
| 3/2/2023 | Frank Velasquez | Educational Services | 537367214 | \$105.00 |
| 3/2/2023 | Friends of Willow Tree | Educational Services | 537372625 | \$320.00 |
| 3/2/2023 | Iron Fist Martial Arts | Educational Services | 537363511 | \$130.00 |
| 3/2/2023 | Jaclyn Hutchins* | Educational Services | 537369373 | \$155.00 |
| 3/2/2023 | Lake Jennings | Educational Services | 879-13 | \$600.00 |
| 3/2/2023 | Laura Meer | Educational Services | 537360256 | \$138.75 |
| 3/2/2023 | Loren Martinez | Educational Services | 537369374 | \$662.50 |
| 3/2/2023 | Louvina Sheffield | Educational Services | 537363523 | \$146.00 |
| 3/2/2023 | Melissa J. Diwa Enterprises | Educational Services | 537363507 | \$141.00 |
| 3/2/2023 | Melissa J. Diwa Enterprises | Educational Services | 537367207 | \$180.00 |
| 3/2/2023 | Melissa J. Diwa Enterprises | Educational Services | 537369369 | \$180.00 |
| 3/2/2023 | Melissa Leonard | Educational Services | 537367240 | \$210.00 |

Elite Academic Academy - Lucerne

| | | | | |
|----------|--|---|----------------|------------|
| 3/2/2023 | Murrieta Academy of Music and Performir | Educational Services | 537363518 | \$152.00 |
| 3/2/2023 | Noonan family Swim School, Inc. | Educational Services | 537363519 | \$362.80 |
| 3/2/2023 | Ocean Institute | Educational Services | 130350 | \$150.00 |
| 3/2/2023 | Ocean Institute | Educational Services | 130419 | \$262.50 |
| 3/2/2023 | On Pointe Productions, LLC | Educational Services | 537369375 | \$222.00 |
| 3/2/2023 | Power of Leverage Brazilian Jiu Jitsu | Educational Services | 537363521 | \$591.00 |
| 3/2/2023 | Regina Rivero | Educational Services | RIV013123 | \$320.00 |
| 3/2/2023 | Rock Rose School of Creative Learning | Educational Services | 537367225 | \$300.00 |
| 3/2/2023 | Rockstars of Tomorrow | Educational Services | 537369378 | \$435.00 |
| 3/2/2023 | San Diego Archaeological Center | Educational Services | E1019 | \$50.00 |
| 3/2/2023 | Stacey Chen | Educational Services | CHE013123b | \$86.52 |
| 3/2/2023 | Stacey Chen | Educational Services | CHE013123a | \$86.52 |
| 3/2/2023 | Stacey Chen | Educational Services | CHE013123 | \$77.00 |
| 3/2/2023 | Theatrical Arts International Foundation | Educational Services | 139 | \$362.50 |
| 3/2/2023 | Guardian | Health Insurance | 003Mar2023 | \$4,748.71 |
| 3/2/2023 | Frontier | Phone / Internet / Website Fees | 003Mar2023 | \$386.52 |
| 3/2/2023 | Amazon Capital Services, Inc. | Professional Development | 1QGW-YRJ7-J6QG | \$69.99 |
| 3/2/2023 | Amazon Capital Services, Inc. | Professional Development | 1QGW-YRJ7-NYR4 | \$40.94 |
| 3/2/2023 | Amazon Capital Services, Inc. | Professional Development | 1RFD-DN66-WMWL | \$489.95 |
| 3/2/2023 | Amazon Capital Services, Inc. | Professional Development | 1TR9-DW4V-4H1H | \$6.40 |
| 3/2/2023 | Amazon Capital Services, Inc. | Professional Development | 1C7W-MNJD-3CNW | \$13.55 |
| 3/2/2023 | Amazon Capital Services, Inc. | Professional Development | 1PLP-D69V-64XG | \$179.50 |
| 3/2/2023 | AGiRepair, Inc. | Technology Services & Software - Educat | 57036 | \$119.00 |
| 3/2/2023 | AGiRepair, Inc. | Technology Services & Software - Educat | 57247 | \$119.00 |
| 3/2/2023 | OPS | Technology Services & Software - Educat | 2416 | \$1,334.23 |
| 3/2/2023 | School Pathways Holdings, LLC | Technology Services & Software - Educat | 140-INV4495 | \$3,919.18 |
| 3/2/2023 | Derik Nelson | Travel, Lodging & Meals | NEL020223 | \$235.98 |
| 3/2/2023 | WWW.TEACHWORKS.COM | Technology Services & Software - Educat | CC 6481 | \$85.34 |
| 3/2/2023 | WWW.TEACHWORKS.COM | Technology Services & Software - Educat | CC 6481 | \$47.99 |
| 3/2/2023 | ENTERPRISE RAC10196962 | Travel, Lodging & Meals | CC 6481 | \$314.52 |
| 3/3/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1YGL-DLHG-1FWD | \$58.60 |
| 3/3/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1NVL-MDJ6-1J6W | \$21.13 |
| 3/3/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1X79-LN7D-11L3 | \$83.57 |
| 3/3/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1QKN-YMKX-344T | \$7.32 |
| 3/3/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1D7Q-DHW1-3WW6 | \$9.31 |

Elite Academic Academy - Lucerne

| | | | | |
|----------|-------------------------------|---------------------------------------|----------------|----------|
| 3/3/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1HQ7-J6HY-3X33 | \$8.23 |
| 3/3/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1MF7-L6C7-1C4C | \$16.11 |
| 3/3/2023 | Mimeo.com, Inc | Approved Core Curriculum, Teacher Man | 1886034 | \$109.18 |
| 3/3/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3976313 | \$39.69 |
| 3/3/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3976323 | \$192.02 |
| 3/3/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3976731 | \$166.90 |
| 3/3/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3976260 | \$43.93 |
| 3/3/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3976306 | \$50.95 |
| 3/3/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3976333 | \$221.71 |
| 3/3/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3976106 | \$58.29 |
| 3/3/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3976303 | \$171.24 |
| 3/3/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3976734 | \$99.12 |
| 3/3/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3976329 | \$582.46 |
| 3/3/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3976247 | \$96.38 |
| 3/3/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3976314 | \$165.50 |
| 3/3/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3976733 | \$160.09 |
| 3/3/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3976112 | \$96.38 |
| 3/3/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3976294 | \$338.75 |
| 3/3/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3976343 | \$51.16 |
| 3/3/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3976732 | \$93.87 |
| 3/3/2023 | Singapore Math Inc. | Approved Core Curriculum, Teacher Man | S259416 | \$50.16 |
| 3/3/2023 | Singapore Math Inc. | Approved Core Curriculum, Teacher Man | S259414 | \$171.46 |
| 3/3/2023 | Singapore Math Inc. | Approved Core Curriculum, Teacher Man | S259415 | \$156.70 |
| 3/3/2023 | Singapore Math Inc. | Approved Core Curriculum, Teacher Man | S259413 | \$186.06 |
| 3/3/2023 | Teaching Textbooks, LLC | Approved Core Curriculum, Teacher Man | 48413 | \$45.95 |
| 3/3/2023 | Teaching Textbooks, LLC | Approved Core Curriculum, Teacher Man | 48414 | \$45.95 |
| 3/3/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1VDY-VQYV-6R1H | \$15.30 |
| 3/3/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1XJW-1CDN-31G1 | \$61.81 |
| 3/3/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1DV3-PLRR-1RJ4 | \$27.88 |
| 3/3/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 16TG-TQYL-9D3C | \$118.98 |
| 3/3/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 13NX-X4C4-JT6C | \$22.30 |
| 3/3/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1CJK-WR6D-K4QP | \$42.81 |
| 3/3/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1MPT-LKLY-LJMR | \$21.20 |
| 3/3/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1GJ9-7XJJ-17XV | \$55.81 |
| 3/3/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1HQ7-J6HY-449J | \$39.13 |

Elite Academic Academy - Lucerne

| | | | | |
|----------|----------------------------------|--------------------------------|---------------------|------------|
| 3/3/2023 | Home Science Tools | Core Teaching/Student Supplies | 485421 | \$145.90 |
| 3/3/2023 | KiwiCo, Inc. | Core Teaching/Student Supplies | KE-40A0C89E02062356 | \$269.26 |
| 3/3/2023 | KiwiCo, Inc. | Core Teaching/Student Supplies | KE-BAB21BE602062300 | \$205.43 |
| 3/3/2023 | Lakeshore Learning Materials | Core Teaching/Student Supplies | 4.00143E+11 | \$61.84 |
| 3/3/2023 | Little Passports, Inc | Core Teaching/Student Supplies | IN-0000995114 | \$180.70 |
| 3/3/2023 | Little Passports, Inc | Core Teaching/Student Supplies | IN-0000995116 | \$180.70 |
| 3/3/2023 | Little Passports, Inc | Core Teaching/Student Supplies | IN-0000995117 | \$180.70 |
| 3/3/2023 | Little Passports, Inc | Core Teaching/Student Supplies | IN-0000995118 | \$180.70 |
| 3/3/2023 | Little Passports, Inc | Core Teaching/Student Supplies | IN-0000995115 | \$180.70 |
| 3/3/2023 | Little Passports, Inc | Core Teaching/Student Supplies | IN-0000995212 | \$183.63 |
| 3/3/2023 | Mimeo.com, Inc | Core Teaching/Student Supplies | 1886034 | \$1,076.73 |
| 3/3/2023 | MoxieBox Art Inc. | Core Teaching/Student Supplies | 9667 | \$190.97 |
| 3/3/2023 | Rainbow Resource Center | Core Teaching/Student Supplies | 3976730 | \$209.18 |
| 3/3/2023 | Rainbow Resource Center | Core Teaching/Student Supplies | 3976335 | \$42.74 |
| 3/3/2023 | Rainbow Resource Center | Core Teaching/Student Supplies | 3976679 | \$323.98 |
| 3/3/2023 | Candy Herrera | Educational Services | HER020623 | \$81.23 |
| 3/3/2023 | Head2Heart Partners in Education | Educational Services | 537377465 | \$2,100.00 |
| 3/3/2023 | Jaclyn Hutchins* | Educational Services | 537370556 | \$240.00 |
| 3/3/2023 | Jaclyn Hutchins* | Educational Services | 537374728 | \$120.00 |
| 3/3/2023 | Jesus Arambula | Educational Services | ARA020323 | \$190.00 |
| 3/3/2023 | Jill Morrison | Educational Services | 537377458 | \$408.00 |
| 3/3/2023 | Kristen Lawrence | Educational Services | LAW020623 | \$150.00 |
| 3/3/2023 | Laura Craig | Educational Services | CRA020323 | \$104.00 |
| 3/3/2023 | Lorna Jenkins | Educational Services | 537370560 | \$688.00 |
| 3/3/2023 | Manju Mohan | Educational Services | MOH020623 | \$1,140.00 |
| 3/3/2023 | Maria Martinez | Educational Services | MAR020323 | \$85.00 |
| 3/3/2023 | Maria Martinez | Educational Services | MAR020323a | \$85.00 |
| 3/3/2023 | Melissa J. Diwa Enterprises | Educational Services | 537374725 | \$360.00 |
| 3/3/2023 | Melissa J. Diwa Enterprises | Educational Services | 537377462 | \$135.00 |
| 3/3/2023 | Melissa J. Diwa Enterprises | Educational Services | 537383078 | \$1,290.00 |
| 3/3/2023 | Michelle Shannep | Educational Services | SHA020623a | \$385.00 |
| 3/3/2023 | Michelle Shannep | Educational Services | SHA020623 | \$1,155.00 |
| 3/3/2023 | Nicole Barnhart | Educational Services | 537377472 | \$385.00 |
| 3/3/2023 | Nicole the Math Lady, LLC | Educational Services | 5901 | \$20.00 |
| 3/3/2023 | Olivia Alarcon | Educational Services | ALA020623b | \$175.00 |

Elite Academic Academy - Lucerne

| | | | | |
|-----------|--|--|----------------|-------------|
| 3/3/2023 | Olivia Alarcon | Educational Services | ALA020623a | \$175.00 |
| 3/3/2023 | Olivia Alarcon | Educational Services | ALA020623 | \$175.00 |
| 3/3/2023 | Parnassus Preparatory Academy | Educational Services | 537377470 | \$5,250.00 |
| 3/3/2023 | Quisha Henderson | Educational Services | HEN020623 | \$56.00 |
| 3/3/2023 | Rachel Pulizzi | Educational Services | 537377464 | \$500.00 |
| 3/3/2023 | Riffs Music | Educational Services | 537370565 | \$260.00 |
| 3/3/2023 | Riffs Music | Educational Services | 537421871 | \$260.00 |
| 3/3/2023 | Stacey Chen | Educational Services | CHE020323a | \$77.00 |
| 3/3/2023 | Stacey Chen | Educational Services | CHE020323 | \$86.52 |
| 3/3/2023 | Temecula Music Teacher, LLC | Educational Services | 537377474 | \$230.00 |
| 3/3/2023 | The Rage Entertainment Complex | Educational Services | 537369376 | \$812.44 |
| 3/3/2023 | The Realm Creative Academy, LLC | Educational Services | 537370567 | \$2,304.00 |
| 3/3/2023 | Top Billing Entertainment Performance Ac | Educational Services | 537377477 | \$185.00 |
| 3/3/2023 | Universal Martial Arts Centers, LLC | Educational Services | 537377486 | \$260.00 |
| 3/3/2023 | Anthem Blue Cross | Health Insurance | 2.02303E+11 | \$23,257.08 |
| 3/3/2023 | TSW Therapy, Inc. | Special Education Services | 1353 | \$1,700.00 |
| 3/3/2023 | TSW Therapy, Inc. | Special Education Services | 1352 | \$1,625.00 |
| 3/3/2023 | TSW Therapy, Inc. | Special Education Services | 1351 | \$3,557.50 |
| 3/3/2023 | The Speech and Language Group, Inc | Special Education Services | 44927 | \$2,218.75 |
| 3/3/2023 | Amazon Capital Services, Inc. | Technology Equipment - Staff | 1Y7F-TRRW-3VJR | \$271.86 |
| 3/3/2023 | T-Mobile | Technology Services & Software - Educat | 002Feb2023 | \$1,360.80 |
| 3/3/2023 | MOLLY MAID OF SADDLEBACK | Janitorial Services | CC 6481 | \$126.00 |
| 3/3/2023 | TEACHERSPAYTEACHERS.COM | Core Teaching/Student Supplies | CC 6481 | \$83.40 |
| 3/5/2023 | APPLE.COM/US | Technology Equipment - Staff | CC 6481 | \$1,421.33 |
| 3/5/2023 | ADOBE *800-833-6687 | Technology Services & Software - Busine: | CC 6481 | \$529.72 |
| 3/5/2023 | WWW.TEACHWORKS.COM | Technology Services & Software - Educat | CC 6481 | \$25.00 |
| 3/6/2023 | Denni Christopherson | Professional Development | 522 | \$2,000.00 |
| 3/6/2023 | PURCHASE INTEREST CHARGE | Interest | CC 6481 | \$156.76 |
| 3/6/2023 | CUBESMART 713 | Rent - Facilities Lease | CC 6481 | \$324.00 |
| 3/7/2023 | SLACK T04TB7B92MN | Technology Services & Software - Busine: | CC 6481 | \$8.75 |
| 3/8/2023 | JOSTENS INC. | Core Teaching/Student Supplies | CC 6481 | \$222.03 |
| 3/8/2023 | SWANK MOTION PICTURES IN | Technology Services & Software - Educat | CC 6481 | \$1,800.00 |
| 3/9/2023 | ZAPIER.COM/CHARGE | Technology Services & Software - Busine: | CC 6481 | \$448.50 |
| 3/10/2023 | MOLLY MAID OF SADDLEBACK | Janitorial Services | CC 6481 | \$126.00 |
| 3/13/2023 | Cody Simms | Board Stipends - Attendance | 03Mar2023LU | \$300.00 |

Elite Academic Academy - Lucerne

| | | | | |
|-----------|--------------------------------|---------------------------------------|----------------|------------|
| 3/13/2023 | Kent Christensen | Board Stipends - Attendance | 03Mar2023LU | \$300.00 |
| 3/13/2023 | Susan Ann McDougal | Board Stipends - Attendance | 03Mar2023LU | \$300.00 |
| 3/14/2023 | Accelerate Education, Inc. | Approved Core Curriculum, Teacher Man | 5644 | \$1,755.00 |
| 3/14/2023 | All About Learning Press, Inc. | Approved Core Curriculum, Teacher Man | 914693 | \$133.82 |
| 3/14/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1N3G-DCQX-331M | \$22.57 |
| 3/14/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1HGP-NC6Q-3LWC | \$15.07 |
| 3/14/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1K91-GVQY-3GQ7 | \$7.38 |
| 3/14/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1KRM-3GQF-3XJ9 | \$199.29 |
| 3/14/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 11NF-XKG6-3DLN | \$73.26 |
| 3/14/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1MH1-9CKC-DPN4 | \$8.90 |
| 3/14/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 13GC-1QNP-6K4G | \$17.06 |
| 3/14/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1KRM-3GQF-C6WQ | \$18.29 |
| 3/14/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1N3R-PQMF-CMH1 | \$7.32 |
| 3/14/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 17H6-3DYF-F4RX | \$205.61 |
| 3/14/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1VPR-VNW7-1YXX | \$36.98 |
| 3/14/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1WQX-TRYP-HPCR | \$8.19 |
| 3/14/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1PHQ-7PF1-QTG6 | \$7.53 |
| 3/14/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1DHH-XXVN-1NNH | \$13.80 |
| 3/14/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1GYT-D1FT-3QK1 | \$34.44 |
| 3/14/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 17KY-4RMJ-7GDY | \$39.26 |
| 3/14/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1NWT-H733-1QFD | \$352.53 |
| 3/14/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1JM4-DVFN-3LG7 | \$10.76 |
| 3/14/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1GVL-DCC3-17MN | \$9.31 |
| 3/14/2023 | BookShark, LLC | Approved Core Curriculum, Teacher Man | BI0017248 | \$257.82 |
| 3/14/2023 | Brigantine Media | Approved Core Curriculum, Teacher Man | 20723 | \$145.81 |
| 3/14/2023 | Learning Without Tears | Approved Core Curriculum, Teacher Man | INV168361 | \$39.54 |
| 3/14/2023 | Memoria Press | Approved Core Curriculum, Teacher Man | C232212 | \$136.07 |
| 3/14/2023 | Miaplaza, Inc. | Approved Core Curriculum, Teacher Man | 3742 | \$220.00 |
| 3/14/2023 | Miaplaza, Inc. | Approved Core Curriculum, Teacher Man | 3743 | \$220.00 |
| 3/14/2023 | Mimeo.com, Inc | Approved Core Curriculum, Teacher Man | 1887787 | \$182.89 |
| 3/14/2023 | Mimeo.com, Inc | Approved Core Curriculum, Teacher Man | 1889539 | \$1,031.64 |
| 3/14/2023 | Moving Beyond the Page | Approved Core Curriculum, Teacher Man | 276816 | \$152.74 |
| 3/14/2023 | Outschool, Inc. | Approved Core Curriculum, Teacher Man | 12345712062 | \$36.00 |
| 3/14/2023 | Outschool, Inc. | Approved Core Curriculum, Teacher Man | 12345712061 | \$45.00 |
| 3/14/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3981877 | \$62.07 |

Elite Academic Academy - Lucerne

| | | | | |
|-----------|---|---------------------------------------|-----------|--------------|
| 3/14/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3981958 | \$253.65 |
| 3/14/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3981889 | \$154.38 |
| 3/14/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3982316 | \$151.95 |
| 3/14/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3981959 | \$62.19 |
| 3/14/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3981903 | \$76.11 |
| 3/14/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3981879 | \$27.18 |
| 3/14/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3983009 | \$148.25 |
| 3/14/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3988987 | \$506.97 |
| 3/14/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3990307 | \$18.76 |
| 3/14/2023 | Singapore Math Inc. | Approved Core Curriculum, Teacher Man | S260130 | \$100.53 |
| 3/14/2023 | Singapore Math Inc. | Approved Core Curriculum, Teacher Man | S260127 | \$101.92 |
| 3/14/2023 | Singapore Math Inc. | Approved Core Curriculum, Teacher Man | S261281 | \$141.94 |
| 3/14/2023 | Singapore Math Inc. | Approved Core Curriculum, Teacher Man | S261283 | \$141.94 |
| 3/14/2023 | Studies Weekly | Approved Core Curriculum, Teacher Man | 472180 | \$43.05 |
| 3/14/2023 | Studies Weekly | Approved Core Curriculum, Teacher Man | 472187 | \$86.89 |
| 3/14/2023 | Studies Weekly | Approved Core Curriculum, Teacher Man | 471859 | \$43.45 |
| 3/14/2023 | Studies Weekly | Approved Core Curriculum, Teacher Man | 472179 | \$43.05 |
| 3/14/2023 | Studies Weekly | Approved Core Curriculum, Teacher Man | 471844 | \$43.05 |
| 3/14/2023 | Studies Weekly | Approved Core Curriculum, Teacher Man | 471847 | \$88.09 |
| 3/14/2023 | Studies Weekly | Approved Core Curriculum, Teacher Man | 471848 | \$88.09 |
| 3/14/2023 | Studies Weekly | Approved Core Curriculum, Teacher Man | 472192 | \$43.05 |
| 3/14/2023 | Studies Weekly | Approved Core Curriculum, Teacher Man | 472701 | \$86.09 |
| 3/14/2023 | Studies Weekly | Approved Core Curriculum, Teacher Man | 472862 | \$87.49 |
| 3/14/2023 | Studies Weekly | Approved Core Curriculum, Teacher Man | 472861 | \$88.09 |
| 3/14/2023 | Teacher Synergy LLC | Approved Core Curriculum, Teacher Man | 220991281 | \$2.63 |
| 3/14/2023 | Teacher Synergy LLC | Approved Core Curriculum, Teacher Man | 221000353 | \$4.00 |
| 3/14/2023 | Teacher Synergy LLC | Approved Core Curriculum, Teacher Man | 220992332 | \$14.10 |
| 3/14/2023 | Teacher Synergy LLC | Approved Core Curriculum, Teacher Man | 221009128 | \$4.00 |
| 3/14/2023 | Teacher Synergy LLC | Approved Core Curriculum, Teacher Man | 220995553 | \$21.66 |
| 3/14/2023 | Teacher Synergy LLC | Approved Core Curriculum, Teacher Man | 222475540 | \$5.50 |
| 3/14/2023 | Teacher Synergy LLC | Approved Core Curriculum, Teacher Man | 222475377 | \$5.00 |
| 3/14/2023 | The Regents of the University of California | Approved Core Curriculum, Teacher Man | 171639 | \$399.00 |
| 3/14/2023 | The Regents of the University of California | Approved Core Curriculum, Teacher Man | 171635 | \$399.00 |
| 3/14/2023 | Time4Learning | Approved Core Curriculum, Teacher Man | 6432376 | \$775.00 |
| 3/14/2023 | Prime Educational Solutions | Back Office Fees | 1080 | \$116,430.14 |

Elite Academic Academy - Lucerne

| | | | | |
|-----------|-------------------------------|--------------------------------|----------------|----------|
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 13GC-1QNP-37X7 | \$32.27 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1YWF-CGK7-41R6 | \$113.15 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1HGP-NC6Q-3KY6 | \$19.54 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1PHN-VCXK-43DR | \$74.95 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1LMG-H3XM-1NLT | \$114.33 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1TCM-M199-3KJT | \$75.03 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1D1R-VMTY-3N66 | \$9.47 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1D1R-VMTY-CYC6 | \$139.92 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1WNJ-X99D-CRHK | \$9.69 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1MCK-JYDR-4TK9 | \$29.81 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1DLP-JQ3F-CRD3 | \$148.78 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1JW1-9WJG-4LDW | \$35.87 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1QXH-LRDF-DHM1 | \$65.37 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1DC4-KLV9-JJWJ | \$63.25 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1QGG-WPDF-LVYW | \$10.94 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1YCM-LV9G-THRN | \$7.66 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1M4N-YJV1-T9VY | \$7.66 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1RQX-HR4W-RLFK | \$7.49 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1DLP-JQ3F-RMHX | \$7.56 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1LGH-W4JT-RV3C | \$7.56 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1RFR-NLTT-PJT6 | \$7.49 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 16L3-PDNT-RW79 | \$7.58 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1TW6-PMFH-RL41 | \$7.49 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1GK4-T9YL-1JR7 | \$372.73 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 17H6-3DYF-VJGD | \$7.56 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1D1R-VMTY-V6TN | \$7.61 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1D1R-VMTY-VNCC | \$7.49 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1MCK-JYDR-W3QX | \$7.56 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1LRD-J44H-46G1 | \$203.53 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 13YC-16P1-CJTP | \$7.49 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 13V4-X7FP-CYL9 | \$7.49 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1KMQ-H3C6-9TJY | \$7.56 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 16NR-Q11H-C9PW | \$7.49 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 19YQ-9J6F-DK97 | \$7.66 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1LC3-YXK9-CXDT | \$7.49 |

Elite Academic Academy - Lucerne

| | | | | |
|-----------|-------------------------------|--------------------------------|----------------|----------|
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1QV9-CX96-D4PG | \$7.49 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1316-FGW4-D444 | \$7.49 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1GXY-HC1H-CQ31 | \$7.49 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1DWY-KL1W-F3KR | \$7.61 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1KTW-X6N3-DW9T | \$7.61 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1LC3-YXK9-DY7X | \$7.61 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1PHQ-7PF1-4C6J | \$7.49 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1GXY-HC1H-DWMN | \$7.49 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1XK3-CCVD-F4TW | \$7.61 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1NLG-RF1T-F749 | \$7.49 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1RHG-RC7T-CR4Q | \$7.49 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 197R-LX16-CHD3 | \$15.21 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1RHR-1VQV-JG37 | \$15.21 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 197R-LX16-HH63 | \$148.01 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1FXX-N4G7-GN7W | \$53.21 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1N4W-DTK1-HNQ1 | \$69.20 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1NX1-CW3F-PHFC | \$322.89 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1YLJ-9WFK-RDDM | \$67.11 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1YLJ-9WFK-QLRJ | \$117.12 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1L1Y-3VH9-PX7X | \$7.61 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1TFP-7DLG-Q3RQ | \$7.49 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1HY6-76MX-RLT9 | \$29.62 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1WDW-N6LN-QTPW | \$42.36 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1VYT-VV6L-QJGH | \$7.56 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1RHG-RC7T-QLFJ | \$26.60 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1TFP-7DLG-QNMJ | \$96.96 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1G7N-VCC4-MWWC | \$15.19 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 13X9-RW33-QD1M | \$7.56 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1HJR-QMLW-NMX6 | \$22.65 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1HY6-76MX-NQW6 | \$81.54 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1VYF-P1MY-13HJ | \$7.56 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1PQH-XKPT-1PYD | \$21.44 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1WX4-RCWT-11QF | \$7.49 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1T4R-1Y6P-169W | \$7.61 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1JPW-JY6J-11PF | \$7.61 |

Elite Academic Academy - Lucerne

| | | | | |
|-----------|-------------------------------|--------------------------------|---------------------|----------|
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1PWD-37JY-VFX9 | \$152.21 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 16F1-GRJT-1W4Y | \$135.90 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 19JM-DNGR-1M4V | \$7.61 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1DTW-6H76-1RKD | \$7.49 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 19NH-X39J-13CR | \$7.49 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1H6D-7FHV-11MK | \$7.49 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1TH1-CRHG-RTMG | \$31.24 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1VYT-VV6L-TCDN | \$7.56 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1LPN-CLR7-14Q7 | \$7.56 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1HVY-16PC-1L99 | \$15.72 |
| 3/14/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1VJX-YNLP-1Q7X | \$38.05 |
| 3/14/2023 | Casey Rojas | Core Teaching/Student Supplies | ROJ021023 | \$22.50 |
| 3/14/2023 | Casey Rojas | Core Teaching/Student Supplies | ROJ021023a | \$22.50 |
| 3/14/2023 | Home Science Tools | Core Teaching/Student Supplies | 490628 | \$49.31 |
| 3/14/2023 | Home Science Tools | Core Teaching/Student Supplies | 490627 | \$290.56 |
| 3/14/2023 | KiwiCo, Inc. | Core Teaching/Student Supplies | KE-8BFE643F02082318 | \$414.66 |
| 3/14/2023 | KiwiCo, Inc. | Core Teaching/Student Supplies | KE-222C1C1902082312 | \$210.19 |
| 3/14/2023 | KiwiCo, Inc. | Core Teaching/Student Supplies | KE-21F8FFE202102334 | \$247.77 |
| 3/14/2023 | KiwiCo, Inc. | Core Teaching/Student Supplies | KE-435F050C02102313 | \$146.44 |
| 3/14/2023 | KiwiCo, Inc. | Core Teaching/Student Supplies | KE-904EF08602202336 | \$193.90 |
| 3/14/2023 | KiwiCo, Inc. | Core Teaching/Student Supplies | KE-9EFBF19A02202336 | \$43.05 |
| 3/14/2023 | Kristen Lawrence | Core Teaching/Student Supplies | LAW021623 | \$24.00 |
| 3/14/2023 | Leslie DeMedicis | Core Teaching/Student Supplies | DEM022223 | \$51.30 |
| 3/14/2023 | Little Passports, Inc | Core Teaching/Student Supplies | IN-0000995224 | \$322.60 |
| 3/14/2023 | Little Passports, Inc | Core Teaching/Student Supplies | IN-0000995328 | \$182.37 |
| 3/14/2023 | Little Passports, Inc | Core Teaching/Student Supplies | IN-0000995327 | \$182.37 |
| 3/14/2023 | Little Passports, Inc | Core Teaching/Student Supplies | IN-0000995361 | \$459.85 |
| 3/14/2023 | MEL Science U.S., LLC | Core Teaching/Student Supplies | AL2023022201 | \$193.84 |
| 3/14/2023 | Mimeo.com, Inc | Core Teaching/Student Supplies | 1887787 | \$365.26 |
| 3/14/2023 | MoxieBox Art Inc. | Core Teaching/Student Supplies | 9668 | \$190.97 |
| 3/14/2023 | MoxieBox Art Inc. | Core Teaching/Student Supplies | 9669 | \$193.29 |
| 3/14/2023 | MoxieBox Art Inc. | Core Teaching/Student Supplies | 9799 | \$193.29 |
| 3/14/2023 | MoxieBox Art Inc. | Core Teaching/Student Supplies | 9800 | \$193.29 |
| 3/14/2023 | Rainbow Resource Center | Core Teaching/Student Supplies | 3972821 | \$71.39 |
| 3/14/2023 | Rainbow Resource Center | Core Teaching/Student Supplies | 3972822 | \$69.97 |

Elite Academic Academy - Lucerne

| | | | | |
|-----------|--|--------------------------------|----------------|------------|
| 3/14/2023 | Rainbow Resource Center | Core Teaching/Student Supplies | 3976729 | \$71.39 |
| 3/14/2023 | Rainbow Resource Center | Core Teaching/Student Supplies | 3988996 | \$731.11 |
| 3/14/2023 | Rainbow Resource Center | Core Teaching/Student Supplies | 3988990 | \$103.58 |
| 3/14/2023 | Rainbow Resource Center | Core Teaching/Student Supplies | 3988993 | \$20.50 |
| 3/14/2023 | Rainbow Resource Center | Core Teaching/Student Supplies | 3990305 | \$217.48 |
| 3/14/2023 | Rainbow Resource Center | Core Teaching/Student Supplies | 3990306 | \$217.48 |
| 3/14/2023 | Robert Avetisian | Core Teaching/Student Supplies | AVE021423 | \$50.21 |
| 3/14/2023 | Staples Business Credit | Core Teaching/Student Supplies | 7373901116-0-1 | \$80.90 |
| 3/14/2023 | Alyssa Allison | Educational Services | ALL021423 | \$400.00 |
| 3/14/2023 | Ana Rodriguez | Educational Services | ROD021023 | \$657.00 |
| 3/14/2023 | Beyond Today Sports Institute | Educational Services | 537404543 | \$2,512.68 |
| 3/14/2023 | Brittany Fleming | Educational Services | FLE021323 | \$420.00 |
| 3/14/2023 | Cadenza School of Music | Educational Services | 537393846 | \$460.00 |
| 3/14/2023 | Candy Herrera | Educational Services | HER020923a | \$81.23 |
| 3/14/2023 | Carole Lynne Dance Studio | Educational Services | 537404556 | \$220.00 |
| 3/14/2023 | Cheryl McCormick | Educational Services | 13 | \$1,656.00 |
| 3/14/2023 | Christopher Bruneau | Educational Services | BRU021423 | \$416.66 |
| 3/14/2023 | David Barnes | Educational Services | 537396410 | \$360.00 |
| 3/14/2023 | Endeavor Gymnastics | Educational Services | 537393850 | \$200.00 |
| 3/14/2023 | Huckleberry Center for Creative Learning | Educational Services | 537400041 | \$1,878.32 |
| 3/14/2023 | James Kang | Educational Services | KAN021723 | \$74.00 |
| 3/14/2023 | Jean Canaday | Educational Services | CAN021623 | \$501.00 |
| 3/14/2023 | Kristen Lawrence | Educational Services | LAW021023 | \$519.00 |
| 3/14/2023 | Kristen Lawrence | Educational Services | LAW021023a | \$149.00 |
| 3/14/2023 | Lynda Nguyen | Educational Services | NGU022123 | \$1,000.00 |
| 3/14/2023 | Marie Jacklin | Educational Services | JAC021323 | \$20.00 |
| 3/14/2023 | Melissa J. Diwa Enterprises | Educational Services | 537385603 | \$639.00 |
| 3/14/2023 | Melissa J. Diwa Enterprises | Educational Services | 537390764 | \$360.00 |
| 3/14/2023 | Melissa J. Diwa Enterprises | Educational Services | 537393843 | \$90.00 |
| 3/14/2023 | Melissa J. Diwa Enterprises | Educational Services | 537400032 | \$450.00 |
| 3/14/2023 | Melissa J. Diwa Enterprises | Educational Services | 537404554 | \$945.00 |
| 3/14/2023 | Melissa J. Diwa Enterprises | Educational Services | 537409581 | \$180.00 |
| 3/14/2023 | Natasha Hernandez | Educational Services | HER020923 | \$110.00 |
| 3/14/2023 | Neesha N. Rahim | Educational Services | 114 | \$3,750.00 |
| 3/14/2023 | Olivia Alarcon | Educational Services | ALA021723 | \$125.00 |

Elite Academic Academy - Lucerne

| | | | | |
|-----------|--|-------------------------------|----------------|-------------|
| 3/14/2023 | Olivia Alarcon | Educational Services | ALA021723a | \$74.00 |
| 3/14/2023 | Olivia Alarcon | Educational Services | ALA021723b | \$74.00 |
| 3/14/2023 | P.U.M.A Karate | Educational Services | 537383090 | \$160.00 |
| 3/14/2023 | Paint it Black Art, LLC | Educational Services | 537387901 | \$75.00 |
| 3/14/2023 | Perla Lacher | Educational Services | LAC021723 | \$130.00 |
| 3/14/2023 | Prime Educational Solutions | Educational Services | 1080 | \$8,500.00 |
| 3/14/2023 | Reshma Solbach | Educational Services | 537396422 | \$100.00 |
| 3/14/2023 | Sehar Ellahi | Educational Services | ELL021423 | \$250.00 |
| 3/14/2023 | SoCal STEM LLC | Educational Services | 537396425 | \$1,115.00 |
| 3/14/2023 | The Animation Course, LLC | Educational Services | 020723-2 | \$400.00 |
| 3/14/2023 | Vibe Performing Arts | Educational Services | 537400043 | \$160.00 |
| 3/14/2023 | Xtreme Fit Murrieta Inc | Educational Services | 537393853 | \$324.00 |
| 3/14/2023 | Certifix Live Scan | Fingerprinting | 72683 | \$80.50 |
| 3/14/2023 | Knight Security & Fire Systems | Fire, Alarm & Pest control | 161602 | \$20.00 |
| 3/14/2023 | Great American Insurance Group | General Liability Insurance | 003Mar2023LU | \$2,865.00 |
| 3/14/2023 | Hatch & Cesario, Attorneys-at-Law | Legal Fees | 14935 | \$7,328.00 |
| 3/14/2023 | Hatch & Cesario, Attorneys-at-Law | Legal Fees | 14934 | \$2,023.00 |
| 3/14/2023 | Hatch & Cesario, Attorneys-at-Law | Legal Fees | 14933 | \$1,280.00 |
| 3/14/2023 | Mary R. Pierce, Esq. | Legal Fees | 202305 | \$187.50 |
| 3/14/2023 | FlipSwitch Marketing LLC | Marketing | INVM356 | \$8,079.37 |
| 3/14/2023 | Amazon Capital Services, Inc. | Materials & Supplies - Office | 1GWV-QXJG-PCD6 | \$141.36 |
| 3/14/2023 | Amazon Capital Services, Inc. | Materials & Supplies - Office | 1DJC-J61R-1MHF | \$35.05 |
| 3/14/2023 | Amazon Capital Services, Inc. | Materials & Supplies - Office | 1GNJ-LYPL-9FRM | \$152.22 |
| 3/14/2023 | Dianna Singas | Professional Development | SIN022223 | \$20.08 |
| 3/14/2023 | Kylee Cleveland | Professional Development | CLE022223 | \$15.21 |
| 3/14/2023 | Leslie DeMedicis | Professional Development | DEM022223 | \$25.01 |
| 3/14/2023 | SHAUN BUNN | Professional Development | BUN022223 | \$25.13 |
| 3/14/2023 | Sarah Barkan | Professional Development | BAR022223 | \$18.00 |
| 3/14/2023 | Valerie Zamora | Professional Development | ZAM022323 | \$31.48 |
| 3/14/2023 | Life Storage | Rent - Facilities Lease | 002Feb23#658b | \$116.50 |
| 3/14/2023 | Charters Choice Educational Services Inc | Special Education Services | 782 | \$5,460.00 |
| 3/14/2023 | Charters Choice Educational Services Inc | Special Education Services | 763 | \$3,672.50 |
| 3/14/2023 | McColgan & Associates, Inc | Special Education Services | 4887 | \$3,100.00 |
| 3/14/2023 | McColgan & Associates, Inc | Special Education Services | 4888 | \$11,585.80 |
| 3/14/2023 | Prime Educational Solutions | Special Education Services | 1080 | \$16,070.75 |

Elite Academic Academy - Lucerne

| | | | | |
|-----------|--------------------------------------|--|-----------------|--------------|
| 3/14/2023 | The Upward Bound School Inc | Special Education Services | 2023-EAA-9 | \$1,591.25 |
| 3/14/2023 | The Upward Bound School Inc | Special Education Services | 2023-EAA-10 | \$3,348.75 |
| 3/14/2023 | SBCSS | STRS | 002FebSTRS2023a | \$33,553.39 |
| 3/14/2023 | AGiRepair, Inc. | Technology Services & Software - Educat | 59748 | \$119.00 |
| 3/14/2023 | School Pathways Holdings, LLC | Technology Services & Software - Educat | 140-INV4522 | \$270.38 |
| 3/14/2023 | T-Mobile | Technology Services & Software - Educat | 003Mar2023 | \$2,298.30 |
| 3/14/2023 | Southern California Edison | Utilities - Gas/Electric/Water | 004AprSCE2023LU | \$176.44 |
| 3/14/2023 | Marsh & McLennan Agency, LLC | Workers Compensation | 2173339 | \$2,514.50 |
| 3/14/2023 | AIRTABLE.COM/BILL | Technology Services & Software - Busine: | CC 6481 | \$280.51 |
| 3/14/2023 | THE MISSION INN | Professional Development | CC 6481 | \$68,857.21 |
| 3/15/2023 | Savannah Schuster | Educational Services | 31023 | \$720.00 |
| 3/15/2023 | FIS LOCKBOX OPERATIONS ATTN:PITNEY B | Postage & Delivery - Educational | 015.LU | \$5,000.00 |
| 3/17/2023 | Aflac | Health Insurance | 842434 | \$977.09 |
| 3/17/2023 | MOLLY MAID OF SADDLEBACK | Janitorial Services | CC 6481 | \$126.00 |
| 3/21/2023 | Kimberly Keeth | Educational Services | 537419191 | \$720.00 |
| 3/21/2023 | Vanessa Vosburg | UNALLOCATED WAGES | 32023 | \$3,924.22 |
| 3/22/2023 | ADOBE *800-833-6687 | Technology Services & Software - Busine: | CC 6481 | \$15.88 |
| 3/24/2023 | SBCSS | STRS | 003MarSTRS2023 | \$130,833.37 |
| 3/24/2023 | MOLLY MAID OF SADDLEBACK | Janitorial Services | CC 6481 | \$126.00 |
| 3/26/2023 | KAJABI GROWTH MONTHLY | Technology Services & Software - Busine: | CC 6481 | \$199.00 |
| 3/27/2023 | Department of Justice | Fingerprinting | 643347 | \$65.00 |
| 3/27/2023 | Kaiser Foundation Health Plan | Health Insurance | 004Apr2023LU | \$20,865.32 |
| 3/28/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1VT6-6TY7-C3T4 | \$7.53 |
| 3/28/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1N6K-PTFN-CJ7W | \$7.53 |
| 3/28/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1LX4-R93C-6HD7 | \$363.96 |
| 3/28/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 17YF-KX3C-H6HJ | \$7.53 |
| 3/28/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1RJG-QX4C-7YRF | \$17.24 |
| 3/28/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 17VR-CK9D-6T7D | \$27.36 |
| 3/28/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1XLK-VLJJ-179C | \$84.21 |
| 3/28/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1163-Y479-1PFT | \$48.50 |
| 3/28/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1KFK-PC9J-GVL6 | \$161.26 |
| 3/28/2023 | Amazon Capital Services, Inc. | Approved Core Curriculum, Teacher Man | 1M6F-9FCG-1MJQ | \$13.43 |
| 3/28/2023 | BYU Independent Study | Approved Core Curriculum, Teacher Man | DCE-00013828 | \$295.00 |
| 3/28/2023 | BookShark, LLC | Approved Core Curriculum, Teacher Man | BI0017672 | \$246.11 |
| 3/28/2023 | BookShark, LLC | Approved Core Curriculum, Teacher Man | BI0017695 | \$260.19 |

Elite Academic Academy - Lucerne

| | | | | |
|-----------|---|---------------------------------------|----------------|------------|
| 3/28/2023 | Curiosity Chronicles | Approved Core Curriculum, Teacher Man | 462 | \$95.00 |
| 3/28/2023 | Curiosity Chronicles | Approved Core Curriculum, Teacher Man | 464 | \$88.99 |
| 3/28/2023 | Dash Into Learning | Approved Core Curriculum, Teacher Man | 677310285 | \$21.64 |
| 3/28/2023 | Demme Learning LLC | Approved Core Curriculum, Teacher Man | 0814477-IN | \$156.59 |
| 3/28/2023 | Mimeo.com, Inc | Approved Core Curriculum, Teacher Man | 1891227 | \$4,477.11 |
| 3/28/2023 | Oak Meadow, Inc | Approved Core Curriculum, Teacher Man | 137573 | \$781.10 |
| 3/28/2023 | Outschool, Inc. | Approved Core Curriculum, Teacher Man | 12345712459 | \$75.00 |
| 3/28/2023 | Outschool, Inc. | Approved Core Curriculum, Teacher Man | 12345712460 | \$120.00 |
| 3/28/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3988989 | \$427.99 |
| 3/28/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3992341 | \$305.71 |
| 3/28/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3994523 | \$49.25 |
| 3/28/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3994526 | \$25.55 |
| 3/28/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3994520 | \$56.26 |
| 3/28/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3994525 | \$49.25 |
| 3/28/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3994522 | \$355.98 |
| 3/28/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3995999 | \$158.48 |
| 3/28/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3994521 | \$388.31 |
| 3/28/2023 | Rainbow Resource Center | Approved Core Curriculum, Teacher Man | 3995241 | \$187.50 |
| 3/28/2023 | Singapore Math Inc. | Approved Core Curriculum, Teacher Man | S261760 | \$186.06 |
| 3/28/2023 | Studies Weekly | Approved Core Curriculum, Teacher Man | 473090 | \$43.05 |
| 3/28/2023 | Teacher Synergy LLC | Approved Core Curriculum, Teacher Man | 222825416 | \$25.00 |
| 3/28/2023 | Teacher Synergy LLC | Approved Core Curriculum, Teacher Man | 222952048 | \$14.40 |
| 3/28/2023 | Teacher Synergy LLC | Approved Core Curriculum, Teacher Man | 222951784 | \$3.67 |
| 3/28/2023 | Teacher Synergy LLC | Approved Core Curriculum, Teacher Man | 223851226 | \$22.99 |
| 3/28/2023 | The Regents of the University of California | Approved Core Curriculum, Teacher Man | 173203 | \$798.00 |
| 3/28/2023 | Valley Office Equipment** | Copier Lease, Service, Toner & Repair | IN2302-1663 | \$15.61 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1X9G-KNWT-F1N4 | \$162.41 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1P7R-RCD4-M6FT | \$7.56 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1XCD-T1DN-MN99 | \$7.49 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1CJP-7CXM-ML3D | \$7.49 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1HVY-16PC-MKGQ | \$7.66 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1VT6-6TY7-JM9F | \$7.56 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1N6K-PTFN-MLYJ | \$7.49 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1QH4-XVH1-RC6T | \$32.57 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1TRQ-YG6P-QRFV | \$229.66 |

Elite Academic Academy - Lucerne

| | | | | |
|-----------|-------------------------------|--------------------------------|----------------|----------|
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1T76-66X9-NGR4 | \$162.41 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 16YM-YKDC-Q4VT | \$54.36 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1HN7-7YMC-37XC | \$29.64 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1CYF-TK4L-1QX3 | \$6.72 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1GFT-XDFG-WC3V | \$38.34 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1HQ9-4LGW-7QFW | \$119.46 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1WJM-33VQ-4RXD | \$170.76 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 11VX-PP6M-1CJF | \$17.39 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1TD9-9R9T-7WT9 | \$34.38 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1HQ9-4LGW-79Y4 | \$26.60 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 11XW-3XRT-39NF | \$17.12 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1WCV-J7R3-7WRG | \$266.78 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 19XG-QC6D-11PX | \$37.44 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 17C7-YJ1R-3F7C | \$33.91 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 11KL-NH1L-4DGY | \$28.46 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1Y63-C6CW-4DXH | \$28.46 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1CJV-JQMV-DVG7 | \$27.38 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 174M-3YHT-F1R9 | \$775.41 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1KFK-PC9J-HRHH | \$96.86 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1QFH-M1GP-MCXC | \$86.98 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1N7T-GCHQ-LCXJ | \$161.60 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1KFK-PC9J-KQMW | \$101.33 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1MF9-MYGK-NWKX | \$86.18 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 14YP-6V3F-KPMW | \$94.05 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 19VG-TMHY-LV7H | \$162.35 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1LDP-CHCY-LY7H | \$87.58 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1XG3-JWPL-KRYV | \$126.83 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1DNC-H4WG-HXXJ | \$75.46 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1YDW-GQ34-LGGQ | \$163.10 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 14HQ-MLLM-KGYL | \$102.98 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1763-MNF4-LMQT | \$162.35 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1QFH-M1GP-JTH3 | \$88.02 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 11JC-6JLD-4CWK | \$27.58 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1LYN-PHWM-1WH1 | \$11.48 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1K3T-JQ9F-1Q1L | \$108.21 |

Elite Academic Academy - Lucerne

| | | | | |
|-----------|---|--------------------------------|---------------------|------------|
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 19XJ -7416-N1C6 | \$130.63 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1WJL-DTN9-MWGY | \$37.68 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1G69-TJNM-16K3 | \$164.22 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1JLH-Q7YG-3LKG | \$134.99 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 1LDP-CHCY-MKHD | \$131.84 |
| 3/28/2023 | Amazon Capital Services, Inc. | Core Teaching/Student Supplies | 19JX-FKN1-MT6C | \$130.63 |
| 3/28/2023 | Home Science Tools | Core Teaching/Student Supplies | 494031 | \$189.40 |
| 3/28/2023 | Janet Guyton | Core Teaching/Student Supplies | GUY022723 | \$21.49 |
| 3/28/2023 | KiwiCo, Inc. | Core Teaching/Student Supplies | KE-870231BB02272307 | \$392.97 |
| 3/28/2023 | KiwiCo, Inc. | Core Teaching/Student Supplies | KE-726DD71102272311 | \$392.97 |
| 3/28/2023 | KiwiCo, Inc. | Core Teaching/Student Supplies | KE-072B79F402272333 | \$647.48 |
| 3/28/2023 | KiwiCo, Inc. | Core Teaching/Student Supplies | KE-5A062D0E02282320 | \$43.05 |
| 3/28/2023 | KiwiCo, Inc. | Core Teaching/Student Supplies | KE-66D294AF02282352 | \$108.11 |
| 3/28/2023 | KiwiCo, Inc. | Core Teaching/Student Supplies | KE-B75C6D8F02282320 | \$134.63 |
| 3/28/2023 | Kristen Lawrence | Core Teaching/Student Supplies | LAW022323 | \$29.74 |
| 3/28/2023 | Little Passports, Inc | Core Teaching/Student Supplies | IN-0000995385 | \$183.73 |
| 3/28/2023 | Little Passports, Inc | Core Teaching/Student Supplies | IN-0000995448 | \$325.60 |
| 3/28/2023 | MEL Science U.S., LLC | Core Teaching/Student Supplies | KC2023022707 | \$193.84 |
| 3/28/2023 | Mimeo.com, Inc | Core Teaching/Student Supplies | 1891987 | \$27.64 |
| 3/28/2023 | Rainbow Resource Center | Core Teaching/Student Supplies | 3988258 | \$70.68 |
| 3/28/2023 | Staples Business Credit | Core Teaching/Student Supplies | 7374300461-0-1 | \$76.91 |
| 3/28/2023 | Staples Business Credit | Core Teaching/Student Supplies | 7374300461-0-4 | \$1.46 |
| 3/28/2023 | Staples Business Credit | Core Teaching/Student Supplies | 7374300461-0-2 | \$6.90 |
| 3/28/2023 | Staples Business Credit | Core Teaching/Student Supplies | 7605771785-0-1 | \$28.22 |
| 3/28/2023 | Thomas S. Olson | Core Teaching/Student Supplies | OLS030323 | \$29.56 |
| 3/28/2023 | ATC Corona Inc. | Educational Services | 537463510 | \$250.00 |
| 3/28/2023 | Amazing Athletes of Inland Empire | Educational Services | 537421828 | \$224.00 |
| 3/28/2023 | Associated Students of San Diego State Un | Educational Services | 27276 | \$612.50 |
| 3/28/2023 | Branche Jones | Educational Services | 112 | \$1,500.00 |
| 3/28/2023 | CMMC Learning Center LLC | Educational Services | 537415258 | \$319.00 |
| 3/28/2023 | Cadenza School of Music | Educational Services | 537419167 | \$112.50 |
| 3/28/2023 | Carole Lynne Dance Studio | Educational Services | 537430831 | \$480.00 |
| 3/28/2023 | Caroline Beus | Educational Services | 537427085 | \$50.00 |
| 3/28/2023 | Casey Rojas | Educational Services | ROJ030323 | \$95.00 |
| 3/28/2023 | Catherine Johnson | Educational Services | JOH022423 | \$123.00 |

Elite Academic Academy - Lucerne

| | | | | |
|-----------|----------------------------------|----------------------|------------|------------|
| 3/28/2023 | Cece's Artistic Touch | Educational Services | 556 | \$50.00 |
| 3/28/2023 | David Barnes | Educational Services | 537439974 | \$360.00 |
| 3/28/2023 | DeeAnn Houck | Educational Services | HOU030323 | \$61.60 |
| 3/28/2023 | DeeAnn Houck | Educational Services | HOU030323a | \$115.90 |
| 3/28/2023 | Dianna Singas | Educational Services | SIN030323 | \$25.00 |
| 3/28/2023 | EM Sports LLC | Educational Services | 537424601 | \$1,250.00 |
| 3/28/2023 | Fight Sports Club | Educational Services | 537427089 | \$300.00 |
| 3/28/2023 | Frank Velasquez | Educational Services | 537430826 | \$400.00 |
| 3/28/2023 | Friends of Willow Tree | Educational Services | 537424602 | \$320.00 |
| 3/28/2023 | Gabriana Jones | Educational Services | JON022423 | \$75.00 |
| 3/28/2023 | Head2Heart Partners in Education | Educational Services | 537415252 | \$2,100.00 |
| 3/28/2023 | Iron Fist Martial Arts | Educational Services | 537419188 | \$130.00 |
| 3/28/2023 | Jaclyn Hutchins* | Educational Services | 537415285 | \$35.00 |
| 3/28/2023 | Jaclyn Hutchins* | Educational Services | 537419185 | \$90.00 |
| 3/28/2023 | Jaclyn Hutchins* | Educational Services | 537421846 | \$270.00 |
| 3/28/2023 | James Kang | Educational Services | KAN030223 | \$152.00 |
| 3/28/2023 | James Kang | Educational Services | KAN030223a | \$219.00 |
| 3/28/2023 | Janet Guyton | Educational Services | GUY022723 | \$126.00 |
| 3/28/2023 | Josie Christensen | Educational Services | CHR022423 | \$405.00 |
| 3/28/2023 | Kimberly Baca | Educational Services | BAC032023 | \$495.00 |
| 3/28/2023 | Kristen Lawrence | Educational Services | LAW022723 | \$150.00 |
| 3/28/2023 | Laura Meer | Educational Services | 537415272 | \$370.00 |
| 3/28/2023 | Lily Diehl | Educational Services | 537419192 | \$325.00 |
| 3/28/2023 | Loren Martinez | Educational Services | 537421848 | \$760.00 |
| 3/28/2023 | Lorna Jenkins | Educational Services | 537421863 | \$184.00 |
| 3/28/2023 | Lorna Jenkins | Educational Services | 537421856 | \$184.00 |
| 3/28/2023 | Louvina Sheffield | Educational Services | 537430833 | \$556.00 |
| 3/28/2023 | Marcia Dawkins | Educational Services | DAW030323 | \$300.00 |
| 3/28/2023 | Melissa Armas | Educational Services | ARM022723 | \$464.29 |
| 3/28/2023 | Melissa J. Diwa Enterprises | Educational Services | 537419166 | \$540.00 |
| 3/28/2023 | Melissa J. Diwa Enterprises | Educational Services | 537415238 | \$1,461.00 |
| 3/28/2023 | Melissa J. Diwa Enterprises | Educational Services | 537421838 | \$90.00 |
| 3/28/2023 | Melissa J. Diwa Enterprises | Educational Services | 537427087 | \$1,080.00 |
| 3/28/2023 | Melissa J. Diwa Enterprises | Educational Services | 537430813 | \$1,080.00 |
| 3/28/2023 | Melissa Leonard | Educational Services | 537415261 | \$280.00 |

Elite Academic Academy - Lucerne

| | | | | |
|-----------|--|---------------------------------|----------------|------------|
| 3/28/2023 | Natasha Hernandez | Educational Services | HER030323 | \$110.00 |
| 3/28/2023 | Nicole Barnhart | Educational Services | 537419211 | \$840.00 |
| 3/28/2023 | Nicole the Math Lady, LLC | Educational Services | 6009 | \$79.00 |
| 3/28/2023 | Noonan family Swim School, Inc. | Educational Services | 537419201 | \$654.80 |
| 3/28/2023 | On Pointe Productions, LLC | Educational Services | 537419204 | \$332.00 |
| 3/28/2023 | Parnassus Preparatory Academy | Educational Services | 537424815 | \$4,550.00 |
| 3/28/2023 | Power of Leverage Brazilian Jiu Jitsu | Educational Services | 537419208 | \$441.00 |
| 3/28/2023 | Rachel Pulizzi | Educational Services | 537421840 | \$2,200.00 |
| 3/28/2023 | Rebecca Carr | Educational Services | CAR022423 | \$1,080.00 |
| 3/28/2023 | Reshma Solbach | Educational Services | 537415245 | \$100.00 |
| 3/28/2023 | Rock Rose School of Creative Learning | Educational Services | 537419172 | \$300.00 |
| 3/28/2023 | Rockstars of Tomorrow | Educational Services | 537415267 | \$435.00 |
| 3/28/2023 | Savannah Schuster | Educational Services | 32423 | \$800.00 |
| 3/28/2023 | Sehar Ellahi | Educational Services | ELL030323 | \$850.00 |
| 3/28/2023 | SoCal STEM LLC | Educational Services | 537427094 | \$60.00 |
| 3/28/2023 | The Music Key School | Educational Services | 537415275 | \$252.00 |
| 3/28/2023 | The Rage Entertainment Complex | Educational Services | 537415264 | \$250.00 |
| 3/28/2023 | The Rage Entertainment Complex | Educational Services | 537424604 | \$1,390.00 |
| 3/28/2023 | The Rage Entertainment Complex | Educational Services | 537427092 | \$576.00 |
| 3/28/2023 | Thomas S. Olson | Educational Services | OLS030323 | \$110.50 |
| 3/28/2023 | Top Billing Entertainment Performance Ac | Educational Services | 537424609 | \$185.00 |
| 3/28/2023 | Universal Martial Arts Centers, LLC | Educational Services | 537424610 | \$260.00 |
| 3/28/2023 | Vibe Performing Arts | Educational Services | 537427095 | \$160.00 |
| 3/28/2023 | Amazon Capital Services, Inc. | Materials & Supplies - Office | 1Q47-TPPH-CVVV | \$65.24 |
| 3/28/2023 | Amazon Capital Services, Inc. | Materials & Supplies - Office | 1VT6-6TY7-V4TV | \$151.70 |
| 3/28/2023 | Amazon Capital Services, Inc. | Materials & Supplies - Office | 1V6Q-LTCC-7FF4 | \$319.07 |
| 3/28/2023 | Amazon Capital Services, Inc. | Materials & Supplies - Office | 1TCM-7NR9-39XC | \$163.11 |
| 3/28/2023 | Theresa Rubio | Mileage, Parking & Tolls | RUB022323 | \$30.00 |
| 3/28/2023 | Frontier | Phone / Internet / Website Fees | 004Apr2023 | \$386.52 |
| 3/28/2023 | Citlalli Ramirez | Professional Development | RAM022323 | \$27.00 |
| 3/28/2023 | Matthew Martin | Professional Development | MAR022323 | \$27.00 |
| 3/28/2023 | Michelle Hedge | Professional Development | HED022323 | \$81.00 |
| 3/28/2023 | Teresa Fleming | Professional Development | FLE022323 | \$27.00 |
| 3/28/2023 | Theresa Rubio | Professional Development | RUB022323 | \$44.88 |
| 3/28/2023 | Vanta Development Group Inc. | Professional Development | 4BE7E212-0002 | \$415.00 |

Elite Academic Academy - Lucerne

| | | | | |
|-----------|------------------------------------|--|------------------|-------------|
| 3/28/2023 | TSW Therapy, Inc. | Special Education Services | 1368 | \$1,820.00 |
| 3/28/2023 | TSW Therapy, Inc. | Special Education Services | 1369 | \$3,090.00 |
| 3/28/2023 | TSW Therapy, Inc. | Special Education Services | 1367 | \$3,777.50 |
| 3/28/2023 | School Pathways Holdings, LLC | Technology Services & Software - Educat | 140-INV4551 | \$3,955.88 |
| 3/28/2023 | Securly, Inc. | Technology Services & Software - Educat | 31138 | \$3,623.75 |
| 3/28/2023 | Ashlea Kirkland | Travel, Lodging & Meals | KIR022823 | \$247.65 |
| 3/28/2023 | CALENDLY | Technology Services & Software - Busine: | CC 6481 | \$40.10 |
| 3/29/2023 | CliftonLarsonAllen LLP | Accounting Fees / Audit | 3611637 | \$2,310.00 |
| 3/29/2023 | Strongmind, Inc | Approved Core Curriculum, Teacher Man | INVSM2017 | \$49,000.00 |
| 3/29/2023 | Strongmind, Inc | Approved Core Curriculum, Teacher Man | INVSM2017 | \$3,000.00 |
| 3/29/2023 | Heavy Skies Music, Inc. | Educational Services | 1158 | \$500.00 |
| 3/29/2023 | Neesha N. Rahim | Educational Services | 002a | \$7,500.00 |
| 3/29/2023 | Neesha N. Rahim | Educational Services | 2 | \$7,500.00 |
| 3/29/2023 | The Talk Institute | Educational Services | 1001 | \$750.00 |
| 3/29/2023 | Karen Makkai | Professional Development | MAK032723 | \$198.74 |
| 3/29/2023 | Pioneer Nashville II, LLC | Rent - Facilities Lease | 004Apr23STE130 | \$1,030.50 |
| 3/29/2023 | Adam Bruno | Special Education Services | 3 | \$525.00 |
| 3/29/2023 | Specialized Therapy Services, Inc. | Special Education Services | ELAA01-0223 | \$1,075.45 |
| 3/29/2023 | Southern California Edison | Utilities - Gas/Electric/Water | 004AprSCE2023aLU | \$91.75 |
| 3/31/2023 | SANDY PATT* (1 OF 1 PA | Educational Services | CC 6481 | \$2,000.00 |

Elite Academic Academy - Instructional Service Community Partner - March 2023

| <u>Partner Name</u> | <u>Description of Services</u> | <u>Link to EAA VCI 2022-2023 Applications</u> |
|---|--|---|
| Murrieta Homeschool Tutor | One-on-one tutoring in reading and writing, small group classes that cover Science, History, and writing 2x per wk | Murrieta Homeschool Tutor_EAA VCI 22-23 Application |
| The Ballet Company | Pre-professional dance/Ballet/Contemporary/Modern/Jazz/Tap | The Ballet Company_EAA VCI 22-23 Application |
| Cambria Lingenfelder | One-on-one tutoring in Math and ELA for for grades K-8th | Cambria Lingenfelder_EAA VCI 22-23 Application |
| Master Lee's Kung Fu San Soo | Martial arts lessons | Master Lee's Kung Fu San Soo_EAA VCI 22-23 Application |
| Freedom in Motion Inc. - Riverside County | Parkour lessons | Freedom in Motion Inc. - Riverside County_EAA VCI 22-23 Application |
| Freedom in Motion Inc. - SB County | Parkour lessons | Freedom in Motion Inc. - SB County_EAA VCI 22-23 Application |
| ER Soccer Development | After School Soccer Program | ER Soccer Development_EAA VCI 22-23 Application |
| Royal Academy: The Sound of Music, Inc | Music lessons (Piano, Violin, Cello, Guitar, Vocal, and Drums) | Royal Academy: The Sound of Music, Inc_EAA VCI 22-23 Application |
| Gathered Oak LLC | Farm School, a la carte elective classes (young farmers, book club, homesteading, planet protectors, lego storytelling, storybook art) | Gathered Oak LLC_EAA VCI 22-23 Application |
| Orange County Surf Coaching | Surf lessons/coaching | Orange County Surf Coaching_EAA VCI 22-23 Application |



Remote Teacher on Special Assignment (TOSA)/Compliance Liaison

Job Description

| | |
|-------------------------------|---|
| Position Title: | Remote Teacher on Special Assignment (TOSA)/Compliance Liaison |
| Reports To: | Director of Homeschool, or designee |
| FLSA Status: | Non-Exempt (for Part-Time hourly)/Exempt (for Full-Time salary) |
| School Classification: | Certificated |
| Pay Range: | Hourly for Part-Time/Salary for Full-Time (rates depending on experience) |
| Work Schedule: | 186-225 days |
| Location: | Remote |

Position Summary: *The Remote TOSA/Compliance Liaison supports the needs of new and veteran teachers of Elite Academic Academy in the independent study environment, including but not limited to: personalizing the needs of teachers within each unique academy within Elite. The TOSA will meet with teachers, Elite Leaders, and directors, and help further promote teacher success, training, engagement with students, and overall success in the independent study public charter school world. TOSAs are required to participate in all staff meetings and trainings, and are expected to uphold the school's mission and shared values, philosophy, and policies and procedures. TOSAs must carry and maintain a valid California teaching credential. Streamlined compliance training and structure of support is crucial to the health of the Academy. The Compliance Liaison is responsible for overseeing Compliance Practices and patterns within the Academy, organizing support, providing Professional Developments and additional Teacher Training, and collaborating with the Elite Compliance team to ensure proper audit and Teacher reports.*

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

- A valid, current, and appropriate California state teaching credential for teaching staff. A copy of Teaching Credential to be provided and kept current.
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.

- Proof of a clear TB Tine test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.
- Valid California Driver's License.

General Skills:

- Team player.
- Love of learning – a lifelong learner.
- Ability to transmit passion for learning to students and families.
- Flexibility and accountability.
- Well developed, clear communication and interpersonal skills that maintain a respectful, professional, and courteous manner.
- Conflict resolution skills.
- Strong organizational skills.
- Openness to differing views and objectives.
- Computer and technology literacy.
- Willingness to research and become knowledgeable of curriculum and educational resources.
- Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
- Serve the student and parent's needs to the best of his/her ability without allowing his/her own convenience to interfere.

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

1. Professional Development:

- Training Induction Teachers, other Lead Teachers, and Mentor Teachers.
- Observing and providing peer assistance for colleagues in the area of compliance.
- Evaluating compliance practices within the Academy and collaborating across Elite to ensure quality and consistency
- Participating in professional development activities.
- Planning/Leading team meetings to ensure communication with peers.
- Participating in a formalized peer review process as a formative evaluator.
- Assisting in the coordination of all school based professional development opportunities linked to individual professional development plans and job competencies.
- Assisting in the planning and execution of professional development opportunities for parents and Elite families to strengthen the community and their teaching and support at home.

2. Curriculum:

- Collaborating with colleagues to construct Elite Curriculum
- Ensure curriculum and standards are accurate and aligned in Student Information System

for mandated compliance

- Assisting with identifying the curriculum needs of the faculty.
- Planning and managing the development of standards-based curriculum, instruction, assessment plans, and strategies.
- Assisting in the adoption of curriculum resources that are consistent with the charter's curriculum.
- Evaluating curriculum practices and new curriculum options within the Academy for adoption.
- Ensuring that all curriculum is used effectively as a resource to meet curriculum goals.
- Coordinating communication and planning among all learning communities.

3. Leadership:

- Serving as a resource to the leadership team and working with school administrators to develop, implement, and evaluate the school's compliance practices.
- Collaborate Elite-wide for the betterment of compliance and curriculum strategies.
- Actively engage with Academy Leadership Team in regular meetings and planning.
- Communicate with Academy Leaders about teacher concerns and intervention supports
- Supporting and assisting in implementing the Elite's Mission and Vision.
- Serving on charter-level committees.
- Writing grants to aid in meeting the goals of the Continuous Improvement Plan.
- Assisting in the coordination of the school's testing program.
- Have an understanding of fiscal/financial health of the program and work with direct supervisors to ensure systems are in place to ensure fiscal solvency.

Required Qualifications:

- Valid professional teaching credential.
- Master's degree or one year curriculum leadership at the school.
- Minimum of one year as a Professional Teacher.
- Ability to work an extended schedule.

Desired Qualifications:

- Professional development in the area(s) of:
 - communication and conferencing skills;
 - leadership development;
 - classroom management;
 - standards-based curriculum development;
 - peer observation, coaching, mentoring, and conferencing skills;
 - student and parent conferencing skills;
 - knowledge of subject matter;

- independent study compliance;
- remote teaching;
- assessment of student performance;
- grant writing.
- 5 or more years in the field of Education with independent study experience.

Advice and Support:

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

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

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

Other Duties

- Proctoring duties as needed during the testing window.
- Supporting in State educational compliance for students including attendance & Learning Logs, work sample collections, evaluating student work, Assignment and Work Records, and Report Cards.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Document and report to the school’s management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; and ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Perform other duties as assigned.

Use of Computer Technology:

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

expected to acquire and maintain a working computer with an internet connection and a printer.

Physical Demands:

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

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

Work Environment:

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

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

Employee Acknowledgement:

Employee Signature

Printed Name

Date



Temporary Remote Teacher on Special Assignment (TOSA)

Job Description

| | |
|-------------------------------|---|
| Position Title: | Temp Remote Teacher on Special Assignment (TOSA) |
| Reports To: | Academy Director, or designee |
| FLSA Status: | Non-Exempt (for Part-Time hourly)/Exempt (for Full-Time salary) |
| School Classification: | Certificated |
| Pay Range: | Hourly for Part-Time/Salary for Full-Time (rates depending on experience) |
| Work Schedule: | Temporary (186-225 days) |
| Location: | Remote |

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

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

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

General Skills:

- Team player.
- Love of learning – a lifelong learner.
- Ability to transmit passion for learning to students and families.
- Flexibility and accountability.
- Well developed, clear communication and interpersonal skills that maintain a respectful, professional, and courteous manner.
- Conflict resolution skills.
- Strong organizational skills.
- Openness to differing views and objectives.
- Computer and technology literacy.
- Willingness to research and become knowledgeable of curriculum and educational resources.
- Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
- Serve the student and parent's needs to the best of his/her ability without allowing his/her own convenience to interfere.

ESSENTIAL DUTIES AND RESPONSIBILITIES**Professional Support:**

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

Responsibilities:

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

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

tutoring is requested and assigned as needed.

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

Paperwork and Documentation:

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

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

Advice and Support:

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

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

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

Other Duties

- Proctoring duties as needed during the testing window.
- State educational compliance for students including attendance & Learning Logs, work sample collections, evaluating student work, Assignment and Work Records, and Report Cards.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; and ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Perform other duties as assigned.

Use of Computer Technology:

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

Physical Demands:

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

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

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

Work Environment:

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

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

Employee Acknowledgement:

Employee Signature

Printed Name

Date



Date of Offer: March 23, 2023

Assignment Offered: Special Education - Education Specialist

Candidate Name: [REDACTED]

It is our pleasure to offer you a position with Elite Academic Academy-Lucerne. This offer is contingent on final Board approval, an acceptable FBI/DOJ background check, the finalization of our 23/24 staffing calendar, and your timely completion of the requirements set forth in this letter.

If you are currently under contract with another district/charter for the 23/24 school year, you must provide Elite Academic Academy-Lucerne with documentation of your release by that district/charter. You must meet all certification requirements before the beginning of your assignment. Failure to timely provide the specified credentials will nullify this offer.

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

Terms and Benefits for this position:

Start Date: July 1, 2023

Term: At Will

Position Title: Special Education - Education Specialist

FLSA/CA Classification: Exempt

Annual Salary: TBD based on number of days on the 12 month staffing calendar

Work Days: TBD Days (\$462/day)

[Note: For comparison purposes, our 12 month calendar for the 22/23 school year had 221 days. 221 days at \$462/day is equivalent to an annual salary of \$102,102, and a monthly salary of \$8,508.50.]

Stipends: \$150 monthly travel & mileage stipend; \$125 monthly stipend in honor of your Masters degree.

Number of Sick Days: 6

Retirement Benefits: California State Teachers Retirement System

Employer Paid Medical Benefits: \$10,800 annually (eligible after 1 month of employment)

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

Chief Executive Officer _____ Date 3/23/2023

DocuSigned by: [Signature]
A4137E406BF5494...

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

Candidate: 

 x (Initial) I **accept** the offer of employment with Elite Academic Academy starting July 1, 2023. I understand that this offer is expressly conditioned on Board approval, an acceptable FBI/DOJ background check, student enrollment and my timely completion of the requirements set out in this letter.

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



Date 3/23/2023



March 20, 2023

Re: [REDACTED] Employment Status

[REDACTED],

Per your email dated March 19, 2023, and your verbal communication with Scott Michaelson today (March 20, 2023), you have resigned from your employment as a Teacher of Record - Virtual, with Elite Academic Academy - Lucerne, effective yesterday, March 19, 2023.


Please return all company-owned property within 5 business days. You will be provided with a FedEx label to use in order to mail any equipment.

Attached to this letter, please find the following:

1. Notice to Employee as to Change in Relationship
2. Final Paycheck Acknowledgment (and paystub)
3. Company Property Return Form
4. For Your Benefit (Form 2320)
5. Notice to Terminating Employees- Health Insurance Premium Notice (and COBRA documentation)

Thank you for your service. We wish you nothing but the best in your future endeavors.

Sincerely,

DocuSigned by:

F52A6A160B834C3...

Tracy J. Hasper, Esq. - Chief Personnel Officer

Elite Academic Academy 2023/2024 Staffing Calendar – Payroll

| 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 | 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 | |
|-----------------|------------------------------|
| 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 |
| 2/19 | - Presidents' Day |
| 3/11 - 3/15 | - Spring Break |
| 5/27 | - Memorial Day |
| 6/19 | - Juneteenth |

| Key | |
|-----|------------------------------|
| | Semi-Monthly Payroll |
| | Monthly/Semi-Monthly Payroll |
| | Holidays |



Pending Board Approval

EAA 2023/2024 Staffing Calendar – 237 (12 Month) Classified Employee

| 20 JULY | | | | | | | 23 AUGUST | | | | | | | 20 SEPTEMBER | | | | | | | 22 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 | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| 16 NOVEMBER | | | | | | | 11 DECEMBER | | | | | | | 21 JANUARY | | | | | | | 20 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 | | | | | | | | | | | | | | | | | | | | |

| 21 MARCH | | | | | | | 22 APRIL | | | | | | | 22 MAY | | | | | | | 19 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

- 7/1 - Contract Start Date
- 7/4 - Fourth of July
- 9/4 - Labor Day
- 11/10 - Veteran's Day
- 11/20 - 11/24 - Thanksgiving Break
- 12/18- 1/1 - Winter Break
- 1/15 - Martin Luther King Jr. Day
- 2/19 - Presidents' Day
- 5/27 - Memorial Day
- 6/19 - Juneteenth
- 6/30 - Contract End Date

Key

- Contract Start and End Dates
- Paid Holidays (FT)
- Paid Flex (Non-school/contract) Days (FT)
- Possible Professional Development Days- See Supervisor



Pending Board Approval

| | |
|-------|-----|
| Total | 237 |
|-------|-----|

EAA 2023/2024 Staffing Calendar - 232 (12 Month) Director/Coordinator Employee

| 20 JULY | | | | | | | 23 AUGUST | | | | | | | 20 SEPTEMBER | | | | | | | 22 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 | | | | | | | | | | | | | | | | | | | | | | | | | | |

| 16 NOVEMBER | | | | | | | 11 DECEMBER | | | | | | | 21 JANUARY | | | | | | | 20 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 | | | | | | | | | | | | | | | | | | | | |

| 16 MARCH | | | | | | | 22 APRIL | | | | | | | 22 MAY | | | | | | | 19 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

- 6/30 - First Day of School (Year-Round)
- 7/1 - Contract Start Date
- 7/4 - Fourth of July
- 8/28 - First Day of school (Traditional)
- 9/4 - Labor Day
- 11/10 - Veteran's Day
- 11/20 - 11/24 - Thanksgiving Break
- 12/18- 1/1 - Winter Break
- 1/15 - Martin Luther King Jr. Day
- 2/19 - Presidents' Day
- 3/11 - 3/15 - Spring Break
- 5/27 - Memorial Day
- 6/13 - Last Day of School
- 6/19 - Juneteenth
- 6/30 - Contract End Date

Key

- Contract Start and End Dates
- First & Last Day(s) of School
- Paid Holidays (FT)
- Paid Flex (Non-school/contract) Days (FT)
- New Hire Orientation and PD
- All Staff Professional Development Days
- Do Not Take Off



Pending Board Approval

| | |
|-------|-----|
| Total | 232 |
|-------|-----|

EAA 2023/2024 Staffing Calendar - 224 (12 Month) Certificated Employee

| 20 JULY | | | | | | | 23 AUGUST | | | | | | | 20 SEPTEMBER | | | | | | | 22 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 | | | | | | | | | | | | | | | | | | | | | | | | | | |

| 16 NOVEMBER | | | | | | | 11 DECEMBER | | | | | | | 17 JANUARY | | | | | | | 20 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 | | | | | | | | | | | | | | | | | | | | |

| 16 MARCH | | | | | | | 22 APRIL | | | | | | | 22 MAY | | | | | | | 15 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 | | | | | | 6 | | | | | | | 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**
- 6/30 - First Day of School (Year-Round)
 - 7/1 - Contract Start Date
 - 7/4 - Fourth of July
 - 8/28 - First Day of school (Traditional)
 - 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
 - 2/19 - Presidents' Day
 - 3/11 - 3/15 - Spring Break
 - 5/27 - Memorial Day
 - 6/13 - Last Day of School
 - 6/19 - Juneteenth
 - 6/30 - Contract End Date

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



Pending Board Approval

| | |
|-------|-----|
| Total | 224 |
|-------|-----|

EAA 2023/2024 Staffing Calendar – 195 (New Hire) Certificated 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 | | | 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 | | | | | | 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 | | | | | | 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 | |
|-----------------|-------------------------------------|
| 8/14 | - Contract Start Date |
| 8/28 | - First Day of school (Traditional) |
| 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 |
| 2/19 | - Presidents' Day |
| 3/11 - 3/15 | - Spring Break |
| 5/27 | - Memorial Day |
| 6/13 | - Last Day of School |
| 6/19 | - Juneteenth |
| 6/30 | - Contract End Date |

| Key | |
|---|---|
| | Contract Start and End Dates |
| | First & Last Day of School |
| | Paid Holidays (FT) |
| | New Hire Orientation and PD |
| | Paid Flex (Non-school/contract) Days (FT) |
| | All Staff Professional Development Days |



Pending Board Approval

| | |
|-------|-----|
| Total | 195 |
|-------|-----|

EAA 2023/2024 Staffing Calendar – 189 (11 Month) Certificated 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 | | | 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

- 7/1 - Contract Start Date
- 7/4 - Fourth of July
- 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
- 2/19 - Presidents' Day
- 3/11 - 3/15 - Spring Break
- 5/27 - Memorial Day
- 6/13 - Last Day of School
- 6/19 - Juneteenth
- 6/30 - Contract End Date

Key

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

Total 189



Pending Board Approval

EAA 2023/2024 Staffing Calendar - Temporary Level Up Employee






| JUNE | | | | | | |
|------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

| JULY | | | | | | |
|------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| AUGUST | | | | | | |
|--------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

| Important Dates | |
|-----------------|-----------------------------------|
| 6/26 | Contract Start Date |
| 6/30 | First Day of School (Year-Round) |
| 7/4 | Independence Day Holiday |
| 8/5 | Last Day of First LP - Year Round |
| 8/10 | Contract End Date |

Pending Board Approval

| Key | |
|--|-------------------------------|
|  | Contract Start Date |
|  | First & Last Day(s) of School |
|  | Holiday (unpaid) |
|  | Professional Development Days |
|  | Contract End Date |



INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made, effective as of March 10, 2023, between Growth Alianza (“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 to perform the duties, as outlined on the attached proposal, for Elite X Blooms.
2. Commissions. Company will pay Contractor \$11,500 per month.
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/her 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 March 10, 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/she 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"), which was either created by the Company or Contractor, or altered by the Company or Contractor, 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 or Contractor, will be shared by both the Company and Contractor. Any work product created by the Contractor remains the property of the Contractor; however, any work product created by the Contractor utilizing the Company's proprietary materials, must have prior approval from the Company.

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.

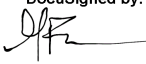
16. Binding Authority: The Company and its representative signing this Agreement agree and confirm that the undersigned individual has the right, power, and authority to sign this Agreement on behalf of the Company and to legally bind the Company to this Agreement with his

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:

A4137E406BF5494...

By: Meghan Freeman
Its: Chief Executive Officer



Growth Alianza
Independent Contractor

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.**

The video player interface includes a play button, a volume icon, a progress bar showing 0:06 / 0:56, and control icons for closed captions, settings, HD, full screen, and a share icon.

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.



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.

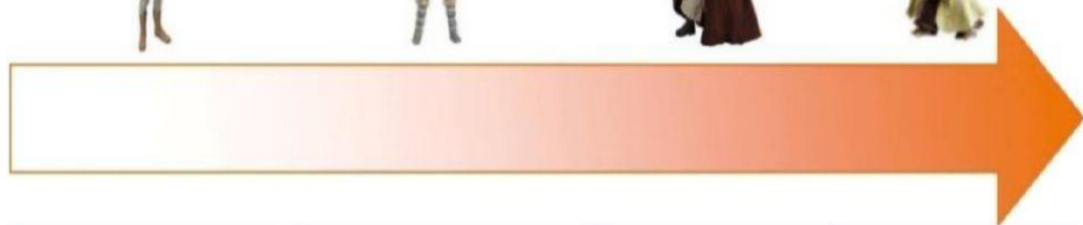
- Individual student coaching in the Moments Roundtable (reflection heavy) program at Synthesis
- Part of the European Moments team, reviewing quality of Synthesis sessions
- Coaching Teachers and Teaching Assistants
- BSc in Psychology with a Masters in Clinical Psychology
- Student mentor at Free University 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? | | | |

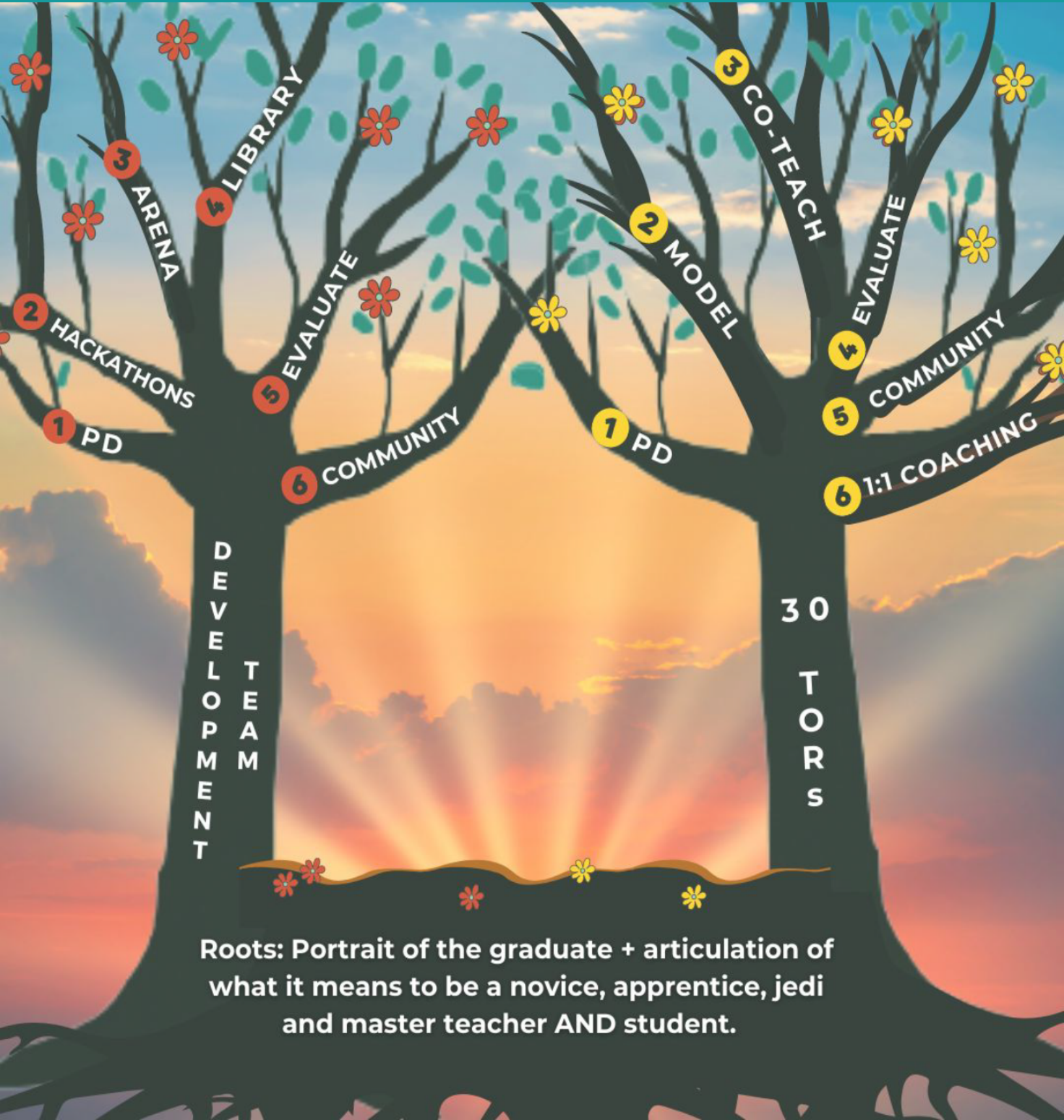
THE RECIPE FOR THE SECRET SAUCE

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



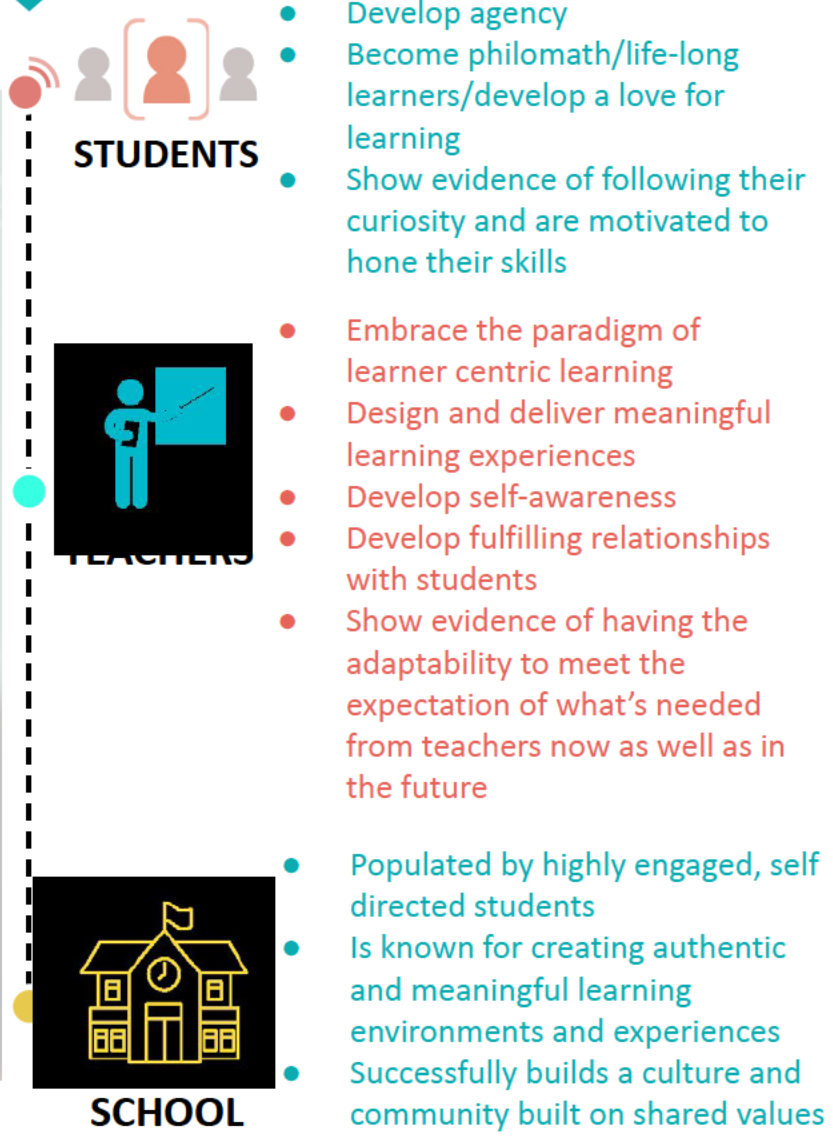
Roots: Portrait of the graduate + articulation of what it means to be a novice, apprentice, jedi and master teacher AND student.

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








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.

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.

The (Wo)man in the Arena

“It is not the critic who counts; not the man who points out how the strong 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.

PHASE

I

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.

PHASE

I

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

PHASE



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

PHASE

V

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

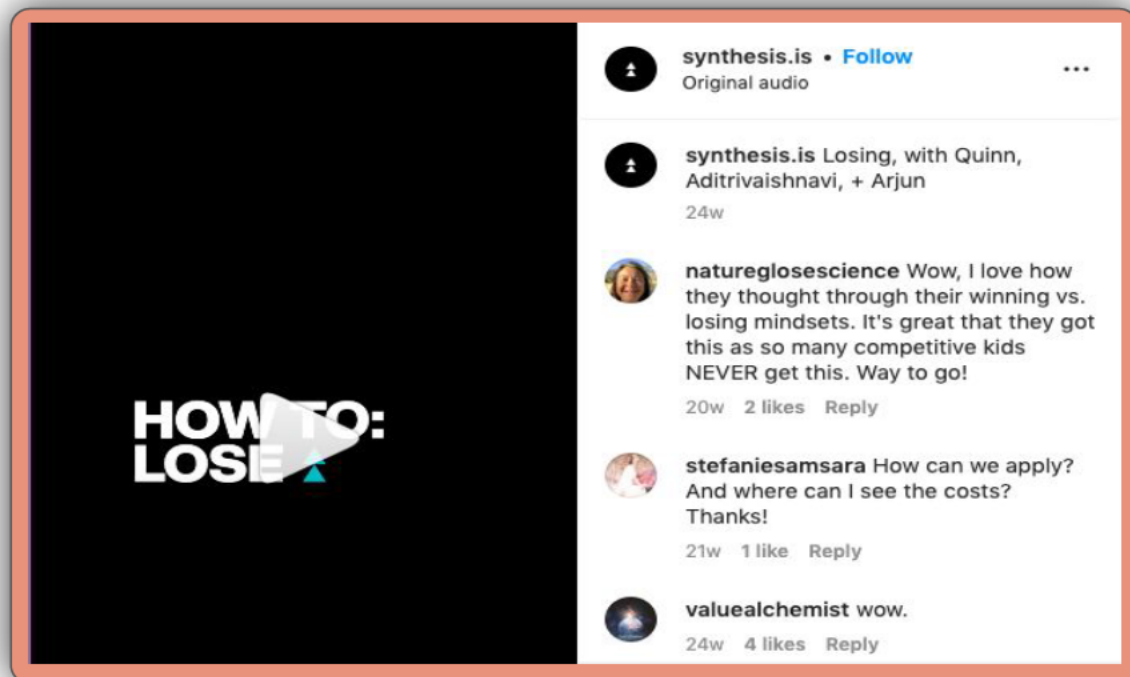
1:1 coaching begins with our TOR Cohort

- 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=>



HOW TO:
DISAGREE



synthesis.is Taryn, Mrinalini, Isak Edited · 25w



adrianjuarez_01 When is Synthesis creating its Spanish version? 9w Reply

laurennicolejohnson 🔥 25w Reply

m.gonzalez.minardi Love it... but could I join to Spanish version? 25w 1 like Reply

chanfam ilu They're so cutell Their

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!

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 AGREEMENT

THIS AGREEMENT is made, effective as of March 1, 2023, between Lena Olson (“Contractor”) and Elite Academic Academy - Elite Academic Academy Lucerne (“Company” or “EAAL”) (individually a “Party” and collectively the “Parties”).

WHEREAS Company desires to retain the services of Contractor, and 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 Creative Space Club host to perform the following duties for Company and such other services as Company may from time to time request: (1) Prepare Art Lessons for students at various ages and skill levels (2) Deliver 2 monthly Art Lessons and (3) Provide communication to families and students about the Creative Space Art Lessons.

2. **Commissions.** Company will pay Contractor \$250 per Creative Space Session, to be paid net 15 upon monthly invoice receipt.

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 California driver’s license.

4. **Expenses.** The contractor will be responsible to bear his own costs and expenses unless agreed to in advance by the Company and 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 March 1, 2023 (the "Effective Date") and shall continue, 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 the 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. The 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.

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 which 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 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 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 Contractors 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.

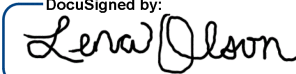
16. Binding Authority: The Company and its representative signing this Agreement agree and confirm that the undersigned individual has the right, power, and authority to sign this Agreement on behalf of the Company and to legally bind the Company to this Agreement with his signature.

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:

A4137E406BF5494...
By: Meghan Freeman 3/3/2023
Its: Chief Executive Officer

DocuSigned by:

C805145C0E8C413...
Lena Olson 3/7/2023
Independent Contractor

Sales Order for Elite Academic Academy



Thanks again for the opportunity to present this proposal. Below, please find our proposed solution and its expected business impact. We have also included our recommended implementation and training plans, as well as our white-glove service program for smooth and quick adoption. Bringing your entire organization onboard will accelerate your business and allow you to enjoy unprecedented pricing. I look forward to hearing from you. Please let me know if you have any questions.

Sincerely,

David Avi Schneiderman

About monday.com

monday.com is a Work OS, where teams plan, run and track their processes, projects, and everyday work seamlessly.

Teams can shape any workflow, code-free, within minutes, automate manual work and push projects forward, while connecting distributed teams and strengthening remote collaboration.

The platform's features include: customizable workflow templates, time tracking, automations, data dashboards, and integrations with popular tools. Thousands of companies around the world connect their teams on monday.com

Trusted by 152K+ customers, across 200+ industries, from 200+ countries



monday.com Ltd

6 Yitzhak Sadeh St., Tel-Aviv, Israel
 6777506, Israel
 Tel.: 077-3180262
 Fax: 077-3180262
 Company Number: 514744887

To: Meghan Freeman
Company Legal Name: Elite Academic Academy
Tax ID: 82-4453363
Billing Address:
 43414 Business Park Drive,
 Temecula, California,92590,
 United States
Sales Rep: David Avi Schneiderman
 MO-150386

Sold-To Name: Elite Academic Academy
Sold-To Address:
 43414 Business Park Drive,
 Temecula, California, 92590,
 United States

Order Date: Mar 1, 2023
Valid Date: Mar 1, 2023

Pricing Summary

| Description | List Price | Seats | Hours | Duration | Plan Period | Start Date | End Date | Discount % | Net Price |
|---|------------|-------|-------|----------|-------------|-------------|--------------|------------|--------------|
| monday.com Work OS - Enterprise Plan | \$46.00 | 150 | - | 24 | Yearly | Mar 1, 2023 | Feb 28, 2025 | 21.74% | \$129,600.00 |
| Customer Success Manager Plan: Silver+ 4 Strategic Touchpoints + 6 Consulting Hours (Per Year) | \$0.00 | - | - | 24 | | - | - | 0% | 0 |
| Onboarding Support | \$0.00 | - | 2 | - | - | Mar 1, 2023 | - | 0% | 0 |
| Balance Carryover For WorkOS (Enterprise Plan) Product Under the previous contract | (\$28.60) | 120 | - | 0.5 | | Mar 1, 2023 | Mar 14, 2023 | - | (\$1,716.00) |

| | |
|------------------------|---------------------|
| Total List Price | \$165,600.00 |
| Discount | 21.74% |
| Total Net Price | \$127,884.00 |

Onboarding Expiration Date is Apr 30, 2023

Onboarding Support

Up to 2 on-demand sessions

Total Cost Split
Between Schools

LU= \$63,942
 ME= \$63,942

| Payment no. | Payment amount | Payment due date. |
|-------------|----------------|------------------------------|
| 1 | \$31,971.00 | Net 30.00 From invoice date |
| 2 | \$31,971.00 | Net 210.00 From invoice date |
| 3 | \$31,971.00 | Net 390.00 From invoice date |
| 4 | \$31,971.00 | Net 570.00 From |

| | |
|--|--------------|
| | invoice date |
|--|--------------|

Activation Period: Mar 1, 2023 - Feb 28, 2025

Payment Terms: Net 30

If this Sales Order is not returned signed by Customer by Mar 1, 2023, this offer expires.

This SO does not reflect any applicable taxes that may arise as a result of this SO. If monday.com is registered to collect and remit such applicable taxes (e.g. sales tax, VAT, etc.) monday.com will set forth such taxes in the applicable invoice related to this SO. Customer hereby acknowledges and agrees that the shipping and billing information set forth in this SO may be relied upon by monday.com for purposes of calculating such taxes.

Purchase Order Form – monday.com services

This Sales Order form (the "Order") for monday.com services as described above (the "Services") is issued under and shall be governed by monday.com's Terms of Service available at: <https://monday.com/terms/tos> (the "Terms") and any addendum thereto entered into by the parties in writing ("Addendum"); however, if a SaaS agreement was signed by monday.com Ltd. and the customer identified above (the "Customer") in respect of the Services (the "Agreement") then the engagement hereunder shall be governed by the Agreement. This Order, Terms, Addendum and Agreement (as the case may be) and any exhibits or appendices referred therein, constitute the entire agreement by and between monday.com and Customer in respect of the provision of the Services. Any other arrangements, either oral or in writing, in respect of the Services shall have no force or effect.

Name: MEGHAN FREEMAN
Title: CEO
Date: Feb 28, 2023 9:40:02 AM UTC-0800
Signature:



- If you are exempt from paying sales tax please attach a tax exemption certificate in order for us to process the correct invoice
- If you require a purchase order number to be quoted on the invoice, please attach a copy of the Purchase Order.
- Please confirm the finance contact, preferably an accounts payable e-mail address, where invoices should be sent

| Id | Due Date | Overdue Days | Currency | Balance | Total Amount |
|-----------------|-------------------|---------------------|-----------------|---------------------|---------------------|
| IN2301000334545 | March 31st, 2023 | | USD | \$31,971.00 | \$31,971.00 |
| IN2301000334545 | September 30th, 2 | | USD | \$31,971.00 | \$31,971.00 |
| IN2301000334545 | March 31st, 2024 | | USD | \$31,971.00 | \$31,971.00 |
| IN2301000334545 | September 30th, 2 | | USD | \$31,971.00 | \$31,971.00 |
| | | | | \$127,884.00 | \$127,884.00 |

monday.com Ltd
6 Yitzhak Sadeh Street
Tel Aviv 6777506
Israel
Tel.: 077-3180262, Fax: 077-3180262
Company Number: 514744887
VAT Number: 514744887
Withheld Tax File: 936028257



URL: <http://www.monday.com>
e-mail: ar@monday.com

© Created in Priority - Priority Software Ltd.

Bill To:
Elite Academic Academy
43414 Business Park Drive
Temecula, CA, 92590, United States
Tel.: 18663548302
Customer VAT Number: 82-4453363

Sold to:
Elite Academic Academy
43414 Business Park Drive
Temecula, CA, 92590, United States

Invoice Date: Feb 28, 2023

Tax Invoice IN23010003345 - Original

| | Description | Subscription Period | Start Date | End Date | Quantity | Unit Price | Discount | Extended Price |
|---|--|---------------------|--------------|--------------|------------|------------|----------|----------------|
| 1 | Balance Carryover For CORE Product Under previous contract | | Mar 01, 2023 | Mar 14, 2023 | -120 seats | USD 0.00 | | -1,716.00 |
| 2 | Enterprise Plan | Yearly | Mar 01, 2023 | Feb 28, 2025 | 150 seats | USD 46.00 | 21.74% | 129,600.00 |

| | |
|--------------------|-----------------------|
| Total Price | 127,884.00 |
| Sales Tax | 0.00 |
| TOTAL | USD 127,884.00 |

Customer Number: 127699
Customer VAT Number: 82-4453363
Sales Rep: David Avi Schneiderman
Details: Elite Academic Academy/ MO-150386
Order: SO23010003613
MO-150386

Payment Terms

| Pay By | Payment Amount |
|--------------|----------------|
| Mar 31, 2023 | USD 31,971.00 |
| Sep 30, 2023 | USD 31,971.00 |
| Mar 31, 2024 | USD 31,971.00 |
| Sep 30, 2024 | USD 31,971.00 |

Payment instructions:

1. Please use the following wire transfer/ACH details in order to process your payment (manual checks will not be accepted).
2. Wire transfer/ACH should be made in invoice currency.
3. Invoice number should be referenced in order for us to match your payment to the correct outstanding invoice.

ACH/Wire transfer details:

Bank Name: Citibank N.A. New York
Bank address: 388 Greenwich Street, New York, NY 10013
Account name: monday.com LTD
Currency: USD
Account number: 31349993
SWIFT: CITIUS33
ABA Routing Number: 021000089

Wire transfer details:

Bank Name: Citibank N.A. Israel
Bank address: Azrieli Saron Building, 121 Menachem Begin Street, Tel Aviv
Account name: monday.com LTD
Currency: USD
Account number: 501716014
SWIFT: CITILIT
IBAN: IL710220010000501716014

monday.com Ltd

6 Yitzhak Sadeh Street

Tel Aviv 6777506

Israel

Tel.: 077-3180262, Fax: 077-3180262

Company Number: 514744887

VAT Number: 514744887

Withheld Tax File: 936028257



URL: <http://www.monday.com>

e-mail: ar@monday.com

© Created in

Bill To:

Elite Academic Academy
43414 Business Park Drive
Temecula, CA, 92590, United States
Tel.: 18663548302
Customer VAT Number: 82-4453363

Sold to:

Elite Academic Academy
43414 Business Park Drive
Temecula, CA, 92590, United States

Invoice Date: Feb 28, 2023

Tax Invoice IN23010003345 - Original

Manager
monday.com Ltd

This Video Production Agreement is entered into as of 03/02/2023 between Elite Academic Academy **Lucerne** ("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

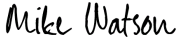

created for Client by Company and whether they be created by independent contractors, employees or subcontractors of Company) associated with such deliverables (the "Company Work Product") shall be retained by Company.

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:

| | |
|--|--|
| <p>DocuSigned by:  3/2/2023 <small>D10B62DA8AD54FE...</small></p> | <p>DocuSigned by:  3/2/2023 <small>A4137E406BF5494...</small></p> |
| <p>Signature Date</p> <p>Mike Watson Executive Producer Mike Watson dba Video Approach 5730 Bounty St San Diego, CA 92120</p> | <p>Signature Date</p> <p>Meghan Freeman CEO Elite Academic Academy</p> |

Elite Academic Academy
 Work Order #030223-Lucerne

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

- Signature video for “Homeschool”, “Virtual” Academies

Cost:

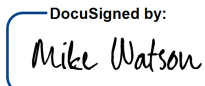

| | Unit Cost | Qty | Ext |
|---------------------|------------|-----|------------|
| Pre-Produce, hourly | \$110.00 | 10 | \$1,100.00 |
| | | | \$0.00 |
| Shoot Day | \$1,295.00 | 2 | \$2,590.00 |
| Producer, Shoot Day | \$650.00 | 2 | \$1,300.00 |
| | | | \$0.00 |
| Post Produce | \$110.00 | 4 | |
| Edit | \$110.00 | 25 | \$2,750.00 |
| Music | \$40.00 | 4 | \$160.00 |
| | | | |
| | | | \$7,900.00 |

Total Cost Split
 Between Schools

LU= \$3,950.00
 ME= \$3,950.00

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

| | |
|---|---|
| DocuSigned by:  3/2/2023 <small>D18802DA8A854FE...</small> | DocuSigned by:  3/2/2023 <small>A4137E408DF6404...</small> |
| Signature Date Mike Watson Executive Producer Mike Watson dba Video Approach 5730 Bounty St San Diego, CA 92120 | Signature Date Meghan Freeman CEO Elite Academic Academy |

Course Summary

SESSION 1 – SEXUALITY & OUR BODIES

1 We will begin with an overview of sexuality. Differences in sexuality expression, identity and preferences will be explained. There will be mini-lectures on both the male and female reproductive systems and puberty changes. Students will receive a homework activity to estimate the cost of raising a child.

SESSION 2 –REPRODUCTION, PREGNANCY & CHILDBIRTH

2 Class will begin with reviewing estimated costs to raising a child. There will be a mini-lecture on reproduction, pregnancy, the importance of pre-natal care, and birth. A child birth video (Life's Greatest Miracle PBS documentary) will be shown and a brief discussion follows. The class concludes with a breakout room activity about a teen pregnancy, including a discussion of all available pregnancy options and safe surrender law. Students will receive a homework activity to take care of an egg for a week.

SESSION 3 – ABSTINENCE, BIRTH CONTROL & HEALTHY RELATIONSHIPS

3 We will begin with a few egg baby stories and a discussion about what it would be like to become a parent before someone was ready. Abstinence is emphasized as the only 100% effective method of prevention, however, contraception will be discussed. Birth control methods discussed include: barrier, hormonal, and methods based on information. Slides and handouts on the advantages, disadvantages, effectiveness rates, and side effects are included in the discussion of methods. This session also touches on consent and the emotional and commitment aspects of sexual activity. This includes a video and discussion on how to recognize, prevent, and address instances of sexual assault, relationship abuse, intimate partner violence, and sexual harassment. Students will receive a homework activity titled "If you want to date me".

SESSION 4 – HIV/STDs & PEER PRESSURE

4 This session covers the dangers and realities of sexually transmitted diseases (STDs) including HIV/ AIDS. Signs and symptoms, treatment, anti-viral medications, testing options, and prevention methods are discussed for the most common STDs. The difference between curable and incurable diseases as well as abstinence and proper condom use are emphasized. Next we discuss the potential risks and consequences of creating and sharing sexually suggestive or sexually explicit materials through cellular telephones, social networking internet websites, computer networks, or other digital media. The class concludes with role play activities to practice negotiation and refusal skills to sexual activity. Other activities may be used to reinforce key concepts and review the content of the course time permitting.



3/15/23

Dear Ashlea Kirkland,

Attached for your review and signature is the event agreement for the speaking engagement you have scheduled with Jennifer Elledge DBA "The Talk Institute" for the following presentations:

Middle/High School Comprehensive Sex Education Series
Elite Academic Academy
April 6, 13, 20, 27, 2023 1-2pm Via Zoom
April 21, 28 1-2pm Via Zoom (if separate out HS students last 2 sessions)

Please review, complete, and sign the agreement. When complete please scan a copy and email to jennifer@thetalkinstitute.com in order to hold the date. If any changes need to be made to the attached agreement please discuss with me prior and I'll make any necessary changes.

Thanks in advance for your prompt efforts in signing this arrangement. If you have any questions at any time, feel free to contact me at the telephone number or email address located below.

Warmest Regards,

Jennifer Elledge (Barber), MPH
Executive Director & Founder
The Talk Institute, LLC
760-846-6555
jennifer@thetalkinstitute.com
PO Box 1990
La Quinta, CA 92247



SPEAKING ENGAGEMENT AGREEMENT

Thank you for inviting Jennifer Elledge (Barber), DBA “The Talk Institute” to present at your school. The following agreement defines the parties’ respective responsibilities and the terms and conditions of their relationship.

Jennifer Elledge and The Talk Institute (hereinafter referred to as “Speaker”) shall present to **Elite Academic Academy** (“Client”) on **April 6, 13, 20, 27, 2023 1-2pm Via Zoom**. Speaker will be present 5 minutes before her scheduled time.

Conditions:

1. In consideration of the services described above, Client agrees to pay Speaker an **hourly speaking fee of \$250 for a total of 6 hours**. Attached is the invoice for this agreement.
2. Client will provide a Zoom room that will accommodate the group size.
3. Client agrees to have someone assigned to assist Speaker in moderating the meeting for the scheduled presentations.
4. Audio or video recording of Speaker’s program(s) is not permitted in any means whatsoever by Client or any audience member, unless the Client receives prior written requests or permission to do so.
5. If any date must be canceled due to an emergency, dangerous situation, or an Act of God, both parties agree to reschedule the event with the same terms listed above. Should the event be canceled by the Client for any reason, a 30-day notice must be provided to Speaker or the Client still incurs the full contract fee. If the engagement is canceled by Speaker due to an emergency, illness, accident, death, or travel crisis outside of the her control, the Client will not incur any expense, or will be reimbursed for any keynote fee paid to the Speaker, and may reschedule or secure another speaker for its event.

Please review, sign, and return one copy of this contract to: jennifer@thetalkinstitute.com within five (5) business days in order to hold your date(s). As a valid and authorized representative of my organization, I understand and agree to the above conditions.

Printed Name: MEGHAN FREEMAN

Title: Chief Executive Officer

Signature: 3/21/2023



| INVOICE | |
|--|--|
| DATE: 3/15/23 | INVOICE # 1001 |
| Bill to: Elite Academic Academy 43414 Business Park Drive, Temecula, CA 92590 | Please make check(s) payable to: The Talk Institute |
| SERVICE | PRICING |
| The Talk Institute Jennifer Elledge, MPH DATE(S): April 6, 13, 20, 21, 27, 28 2023 LOCATION: via Zoom TIME: 1-2PM TOPIC(S): Comprehensive sex-ed - see outline attached | Speaking Fee(s): \$250 per hour for total of 6 hours |
| TOTAL | |
| Conditions: A check or transfer of funds for half total amount of this invoice must be presented to SPEAKER before the event and 2nd half is due immediately following the completion of her presentation(s). Questions? Call 760-846-6555 or email jennifer@thetalkinstitute.com | \$1500 Total Cost Split Between Schools LU= \$750.00 ME= \$750.00 |

DMA Academy Canada Ltd.
#170-220 Victoria Drive
Vancouver, CA V5L0C7
info@digitalmediaacademy.org



BILL TO
Elite Academic Academy
43414 Business Park Drive
Temecula, CA 92590 USA

INVOICE 1104

DATE 03/30/2023 TERMS Net 10

DUE DATE 04/09/2023

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|------|---|--|-----|-------|----------|
| | Leading STEAM Schools in the World program fee | Membership Fees for Leading STEAM Schools in the World | 100 | 50.00 | 5,000.00 |

Wire to:
Royal Bank of Canada
1025 W Georgia Street
Vancouver, BC V6E 3N9, Canada
Bank number : 003
Transit number: 00010
Account number : 4047965
SWIFT/BIC code: ROYCCAT2

| | |
|----------|----------|
| SUBTOTAL | 5,000.00 |
| TAX | 0.00 |
| TOTAL | 5,000.00 |

TOTAL DUE USD 5,000.00

Total Cost Split
Between Schools

LU= \$2,500.00
ME= \$2,500.00

Quote expires June 30, 2023

Invoice

STEM Fuse, LLC

Science. Technology. Engineering. Math.

304 Splitrock Blvd, Suite 201, Brandon, SD 57005

Phone: 605-521-8104 / Fax: 320-272-8782

Customerservice@stemfuse.com

www.stemfuse.com

INVOICE 803311

DATE: APRIL 3, 2023

TO Attn: Ashly Steele
Elite Academic Academy
Temecula, CA 92590

akirkland@eliteacademic.com

| SALESPERSON | SHIPPING METHOD | SHIPPING TERMS | DELIVERY DATE |
|-----------------|-----------------|----------------|--------------------|
| Stephanie Spaan | E-mail | NA | Upon receipt of PO |

| QTY | ITEM # | DESCRIPTION | ITEM COST | TOTAL |
|---|---------------|---|--------------|------------------|
| 1 | WEB | Full access to: Web Design Expires June 30, 2024 | \$1500.00 | \$1500.00 |
| 1 | Intro Esports | Full access to: Intro to Esports Expires June 30, 2024 | \$1000.00 | \$1000.00 |
| | | All courses include ongoing PD and support | | |
| | | https://www.stemfuse.com/terms-of-service | | |
| Questions - contact stephanie.spaan@stemfuse.com or call 605-521-9213 | | | Sales Tax | \$.00 |
| | | | TOTAL | \$2500.00 |

Total Cost Split
Between Schools

LU= \$1,250.00

ME= \$1,250.00



SOUTH COAST WINERY
RESORT & SPA

34843 Rancho California Road, Temecula CA 92591

Phone: (951) 587-9463 Fax: (951) 587-8410

GROUP CONTRACT

Date Prepared: March 31st, 2023
Group Signer: Meghan Freeman
Group Contact: Gena Altamirano
Address: 43414 Business Park Drive
Temecula, Ca, 92590
Contact Phone: (951) 528-4247
Contact Email: galtamirano@eliteacademic.com

Event Name: Elite June 2023 Staff Professional Development
Official Event Dates: Tuesday, June 13, 2023 - Wednesday, June 14, 2023

Resort Sales Manager: Andrew Vasquez
Title: Catering Sales Manager
Telephone: 951-587-9463 X 7211
Email: avasquez@wineresort.com

SCW 2023 Social ("Group") and South Coast Winery Resort & Spa ("Resort") agree as follows:

GROUP'S FIRST OPTION DUE DATE

Resort agrees to hold the guest rooms and meeting and event space listed in this Group Sales Agreement for the Event named above on a tentative basis until Wednesday, April 12, 2023. If this Agreement is not fully executed by Group and returned to Resort, together with any required deposit, credit application or other materials by Wednesday, April 12, 2023 Resort may release the guest rooms and/or meeting and event space. If, prior to Group's execution and return of this Agreement together with any required materials, Resort receives an alternate request for the Event guest rooms and/or meeting and event space, Resort will notify Group and Group will have forty-eight (48) hours from Resort's notification to return this signed Agreement together with any other required material to Resort.

GUEST ROOM BLOCK AND CONTRACTED GUEST ROOM REVENUE COMMITMENT

The table below sets forth the total number of guest rooms set aside by Resort for Group's use during the Official Event Dates ("Guest Room Block") together with the associated daily contracted guest room revenue ("Contracted Guest Room Revenue Commitment"), and Group's daily Guest Room Revenue Minimum (as defined herein).

| | | Tue 06/13/2023 | |
|-------------------|-----------|----------------|----------|
| | Occupancy | Rooms | Rate |
| Deluxe King Villa | S/D | 7 | \$209.00 |
| Hotel Room | S/D | 28 | \$209.00 |

Total Contracted Guest Room Block: 35

Additional guest rooms are subject to Resort availability and prevailing rates.

GUEST ROOM RATES

Resort confirms the following Guest Room Rates:

Single/Double Occupancy: \$209.00

The guestroom rates are quoted exclusive of applicable state and local taxes (currently 12.2% - inclusive of 10.0% - Riverside County Occupancy Tax, 2.0% - Temecula Wine Country Tourism Marketing District Assessment and 0.2% - California Tourism Assessment), applicable Resort Fee Service fees, and/or Resort-specific fees in effect at the time of the Event.

RESORT FEE

Resort room rates do not include our resort fee (currently \$29.00 per room, per night, plus applicable state and local taxes). The following items are included in the resort fee:

- Local telephone calls, toll-free calls
- Overnight self-parking
- Complimentary Wi-Fi high-speed internet access in all guest and meeting rooms
- Access to the Fitness Center via room key
- Access to the Resort Pool via room key
- Two bottles of water in room

SPECIAL CONCESSIONS


- Seven (7) Deluxe King Villas offered at \$209 hotel room rate for staff

CUT-OFF DATE

The "Cut-Off Date" is **Sunday, May 14, 2023**. After the Cut-Off Date, all rooms within Group's contracted Guest Room Block that have not been reserved will be returned to Resort's general inventory. Reservation requests received after the Cut-Off Date will be based on availability at

Resort's prevailing rates and will be credited to achieving Group's Contracted Guest Room Revenue Commitment. Only actual reservations for Event attendees will be considered valid room reservations. After the Cut-Off Date, cancelled guest rooms will be returned to Resort's inventory. Name changes on, or other transfers of, room reservations will not be accepted after the Cut-Off Date.

RESERVATION METHOD

 Individual Call In - All reservations will be made individually through the Resort's Reservation Department by calling 866-994-6379, and referencing **Elite June 2023 Staff Professional Development**.

_____ Rooming List – The Group will provide a rooming list at least 30 days prior to arrival including each individual's name, address, payment instructions, arrival and departure dates, and type of accommodations desired. No individual reservations will be taken by the resort.

AGENCY

In no event shall Resort be liable to Agent, if Group terminates Agent, as its agent. Group hereby agrees to defend, indemnify and hold harmless Resort from any liability arising out of Group's appointment of termination of Agent as its agent or Resort's payment of amounts owed to Agent.

CUMULATIVE GUEST ROOM MINIMUM

Resort is relying on, and Group agrees to provide, a minimum of **90%** of blocked guest room nights. Should the Group fall below this amount, the Group will be responsible for the difference between the minimum guest room nights and actualized guest room nights multiplied by the Single Occupancy Guest Room Rate, plus any applicable taxes.

For any day that the Resort achieves 100% occupancy during the official event dates, the Group will receive credit for full achievement of the contracted block for that day. In such a case, the Group's total pick up will be calculated by adding the difference between contracted and actual room nights for sold out nights to the Group's total pick up.

The Resort and Group intend to liquidate the damages in the event that the Group fails to meet the Guest Room Minimum set forth in this section. Therefore, Group and Resort agree (a) that the above formula is a reasonable estimate of the Resort's damage in the event that such a minimum is not met and (b) that the liquidated damages set forth in this section do not constitute a penalty.

Group may not transfer or resell its rights under this Agreement to any third party for purposes of reselling unused portions of the Guest Room Minimum or Guest Room Block.

RELOCATION

In the event the Resort does not provide a guest room for a confirmed reservation, and the room is needed by the Group, Resort shall use commercially reasonable efforts, at its own expense, to do each of the following:

1. Relocate the displaced guest to the closest comparable Resort (the "Alternate Resort") for the nights Resort is not able to provide guest rooms to Event attendees.
2. Provide transportation to and from such Alternative Resort for each night Resort is not able to provide guest rooms to Event attendees.
3. Provide two (2) long distance telephone calls (not to exceed 10 minutes) for each relocated guest each day Resort is not able to provide guest rooms to Event attendees.

Any guest rooms relocated to an Alternate Resort as set forth above will be credited to Group's Contracted Guest Room Revenue Commitment and complimentary guest room count, for such period as Resort is unable to provide guest rooms to Event attendees. Relocated guest rooms will not be commissionable.

MEETING AND EVENT SPACE COMMITMENT

Resort will provide all of the function and meeting space required by Group in accordance with the below (or attached) Program of Events.

| Date | Time | Event Class | Room | Setup | AGR | GTD |
|--------------|--------------------|------------------|--------------------------|--------------|-----|-----|
| Tue, 6/13/23 | 8:00 AM - 5:00 PM | Meeting | Estate Vineyard Room | Conference | 35 | 35 |
| Tue, 6/13/23 | 12:00 PM - 1:00 PM | Lunch Buffet | The Grand Ballroom/Patio | Rounds of 10 | 35 | 35 |
| Wed, 6/14/23 | 8:00 AM - 10:00 AM | Breakfast Buffet | The Grand Ballroom/Patio | Rounds of 10 | 35 | 35 |
| Wed, 6/14/23 | 8:00 AM - 3:00 PM | Meeting | The Grand Ballroom | Conference | 140 | 140 |
| Wed, 6/14/23 | 12:00 PM - 1:00 PM | Lunch | Vintner's Garden | Rounds of 10 | 140 | 140 |

All meeting and event space is assigned by Resort according to the number of persons guaranteed to attend the Event. Resort may reassign the meeting or event space at Resort's sole discretion. Group agrees to promptly notify Resort of any changes in its meeting or event space requirements.

Meeting and event space rental for this event is \$750.00 on 6/13/2023 and \$750.00 on 6/14/2023. The Meeting Function Space Rental Fee is subject to taxes and service charges applicable at the time of the Event, currently 22% service charge and 8.75% tax (subject to change).

FOOD AND BEVERAGE REVENUE COMMITMENT

By entering into this Agreement, Group agrees to provide a minimum of \$8,500.00 in event food and beverage revenue (the "Food and Beverage Revenue Commitment") plus tax and service charges applicable at the time of the Event. The current tax rate for food and beverage is 8.75%.

If group provides less food and beverage revenue, it agrees to pay Resort 100% of the difference between the actual F&B revenue and the Minimum F&B Revenue.

In order for the Resort to prepare appropriately for food and beverage events, Group agrees to provide menu choices and number of attendees at least fourteen (14) days prior to the first day of the Event. A surcharge of up to five percent (5%) will be assessed for menu changes that are received fourteen (14) days prior to the first day of the Event.

Resort and Group intend to liquidate the damages suffered by Resort in the event that Group fails to meet its Food and Beverage Revenue Commitment set forth in this Section. Therefore, Resort and Group agree that: (a) the damages suffered by Resort in the event that the Food and Beverage Commitment is not met are difficult to calculate; (b) the above formula is a reasonable estimate of such damages; and (c) the Attrition Charges do not constitute a penalty.

All banquet food and beverage arrangements must be made through Resort. Only food and beverage purchased from Resort may be served on Resort property. Resort reserves the right to cease service of alcoholic beverages in the event that persons under the age limit mandated by applicable law are present at the Event and attempt to receive service of alcoholic beverages. Resort reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.


SERVICE CHARGES – FOOD AND BEVERAGE

A service charge and applicable taxes that are in effect at the time of the Event shall be added to all food and beverage invoices. The current service charge is 22%.

PORTERAGE AND HOUSEKEEPING GRATUITIES


Porterage charges for all groups are \$10 per person, round trip, plus state tax which is currently 8.75% (subject to change). This rate is based on two (2) bags per person. Unless otherwise instructed, these charges will be posted to the Master Account. In situations where the individuals will be responsible for these charges, they should be encouraged to tip at the time of service.

Please check one and initial:

-  Porterage will be posted to the Master Account
- Porterage will be at the individual's discretion

Recommended housekeeping gratuities are \$4 per room, per day.

Please check one and initial:

-  Housekeeping gratuities to be posted to the Master Account
- Housekeeping gratuities will be at the individual's discretion

DEPOSIT

| Transaction Type | Charge Type | Date | Amount |
|------------------|-----------------------|-----------|-------------|
| Charge | Initial Deposit | 4/14/2023 | \$4,972.16 |
| Charge | Second Deposit | 5/12/2023 | \$9,944.33 |
| Charge | Estimated Charges Due | 6/1/2023 | \$9,944.34 |
| Balance Due | | | \$24,860.83 |

A deposit in the amount of \$4,972.16 which is equal to the amount of 20% of the estimated total amount due under the Master Account will be due from the Group no later than, April 14, 2023.

A second deposit of \$9,944.33, which is equal to the amount of 60% of the estimated total amount due under the Master Account, will be due from the Group no later than 5/12/2023.

A third deposit of \$9,944.34, which is equal to the estimated total amount due under the Master Account, will be due from the Group no later than 6/1/2023.

BILLING ARRANGEMENTS

The following billing arrangements apply:

Individuals to pay all charges (guests will be asked to leave a credit card deposit to guarantee payment): OR



Room and Tax Charges to Master Account; OR

All charges to Master Account

ADVANCE PAYMENT

Full payment of the estimated Contracted Guestroom Revenue Commitment, Contracted Food and Beverage Commitment and any other services payable to the hotel shall be received no later than fourteen (14) days prior to the Event.

If Group wishes to set up direct billing for the Master Account, a credit application must be completed and returned to Resort for approval together with this signed agreement. The credit application must be received by the resort no later than 30 days prior to the event. In the event credit is approved: (i) all charges (up to the authorized credit amount) shall be due and payable to Resort no later than thirty (30) days after Group's receipt of the Master Account invoice; and (ii) Resort reserves the right to rescind its approval if there is a material change in Group's creditworthiness or material increase in anticipated charges.

In the event that credit is not requested, not approved or subsequently rescinded, payment of Group's total estimated Master Account will be due to Resort 14 days prior to Group's arrival date. Failure to remit such payment(s) when due will be deemed to be a cancellation of this Agreement by Group, and Group shall be liable for the Cancellation Charges as set forth herein.

Invoice disputes and/or billing errors must be communicated to Resort no later than fourteen (14) days before the date payment is due.

CANCELLATION AND ATTRITION

Either Resort or Group may cancel this Agreement without cause upon written notice to the other party at any time prior to the Event. In the event Group cancels without cause, Group shall pay Resort liquidated damages in an amount calculated according to the table below (the "Cancellation Charges"), plus applicable taxes. Applicable Service Charges will be added to the Cancellation Charges when cancellation occurs sixty (60) days or less prior to the first date of the Event.

| | |
|---|--|
| From contract signing to 91 days prior to arrival | 50% of the aggregate Contracted Guest Room Revenue Commitment |
| 60 Days Prior to Arrival | 60% of the aggregate Contracted Guest Room Revenue Commitment, 20% of Food and Beverage Revenue Commitment |
| 30 Days Prior to Arrival | 80% of the aggregate Contracted Guest Room Revenue Commitment, 50% of Food and Beverage Revenue Commitment |
| After the first arrival day | 100% of the aggregate Contracted Guest Room Revenue Commitment, 100% of Food and Beverage Revenue Commitment |

Payment of the Cancellation Charges shall be made by Group to Resort at the time this Agreement is cancelled by written notice. Resort and Group agree that: (a) the damages suffered by Resort in the event that Group cancels without cause are difficult to calculate; (b) the above formula is a reasonable estimate of such damages; and (c) the Cancellation Charges do not constitute a penalty.

In the event Resort cancels this Agreement without cause, Resort shall pay Group any direct damages suffered as a result of the cancellation, which damages shall not exceed the amount calculated according to the above scale.

RIGHTS OF TERMINATION FOR CAUSE

This Agreement may be terminated by either party without liability upon written notice under the following circumstances:

- (i) 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; 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 such event, the terminating party shall give written notice of termination to the other party within five (5) days of such occurrence; or

- (ii) If either party makes a voluntary or involuntary assignment for the benefit of creditors or enters into bankruptcy proceedings prior to the date of the Event. In such event, the party who is not making an assignment or entering into bankruptcy proceedings shall have the right to terminate this Agreement upon written notice to the other party.

In the event of termination by either party under this section, Resort shall refund all deposits and/or pre-payments made by the Group within thirty (30) days of receipt of the notice of termination.

REBOOKING

In the event where a sequence of global events limits the Resort's ability to perform (such as pandemics or related governmental action which in turn warrants the following: limitations on public gatherings, closures of facilities, lack of certain materials, services, or goods due to shutdowns within the supply chain, strikes, fire, war, terrorist attacks, natural disasters, and other similar events where the event is a direct cause of the weddings inability to occur), the Resort will work with you to reschedule the **Elite June 2023 Staff Professional Development** event with the Resort, and in lieu of full cancellation, will agree to reschedule the booking date within a 12 month period from the original contracted event date. The booking will need to be of equal or higher value than the revenue previously contracted.

INDEMNIFICATION AND HOLD HARMLESS

Resort agrees to defend, indemnify and hold Group harmless from and against all claims, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorney's fees, arising out of or resulting from: (i) any negligent act undertaken or committed by Resort pursuant to the performance of its obligations under this Agreement except to the extent such actions or liabilities are due to the misconduct or negligence of Group or its employees, attendees or contractors; or (ii) any breach by Resort of its obligations under Sections of this Agreement titled "Compliance with Laws" or "Privacy of Personal Information."

Group agrees to defend, indemnify, and hold Resort, Carter Hospitality Group, LLC, and their affiliates and each of their respective shareholders, members, directors, officers, managers, employees and representatives harmless from and against all claims, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorney's fees, arising out of or resulting from: (i) any negligent act undertaken or committed by Group pursuant to the performance of its obligations under this Agreement except to the extent such actions or liabilities are due to the misconduct or negligence of Resort or its employees, attendees or contractors; or (ii) any breach by Group of its obligations under Sections of this Agreement titled "Compliance with Laws" or "Privacy of Personal Information" or "Permits and Licenses."

INSURANCE

Group and Resort shall each maintain sufficient insurance to insure their obligations set forth in the Section of this Agreement titled "Indemnification and Hold Harmless," and each shall provide evidence of such insurance upon request.

CONTRACTORS

For any activity introduced onto Resorts' premises by an outside provider engaged by Group, Group will ensure that such providers comply with the terms of this Agreement and with any requirements for such providers as provided to Group by Resort. Group will be fully responsible for such providers' actions or inactions and agrees to remove from Resort's premises any outside provider that Resort deems objectionable or whose activities cause reasonable concern. Upon request Group will provide a certificate of insurance from such outsider providers covering their actions and naming Resort, Carter Hospitality Group LLC and their affiliates as additional insureds with regard to their activities.

AMERICANS WITH DISABILITIES ACT

Resort acknowledges its obligation to comply with the public accommodations requirements of the Americans with Disabilities Act or similar local laws regarding access and public accommodation ("Public Access Laws") except those of Group including Group's obligation to (i) remove "readily achievable" physical barriers within the meeting rooms utilized by Group that Group created (e.g., set-up of exhibits in an accessible manner) and that are not controlled or mandated by Resort; (ii) provide auxiliary aids and services where necessary to ensure effective communication of the Event to disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) modify Group's policies, practices and procedures applicable to attendees as required to enable disabled individuals to participate equally in the Event. Group shall identify in advance any special needs of disabled Event attendees requiring accommodation by Resort and will notify Resort of such needs for accommodation in writing as soon as they are identified to Group. Whenever possible, Group shall copy Resort on correspondence with attendees who indicate special needs requiring accommodation under such Public Access Laws. Resort shall notify Group of request for accommodation that it may receive otherwise than through Group to facilitate identification by Group of its own accommodation obligations or needs as required by such Public Access Laws. Any extraordinary costs for special auxiliary aids requested by Group shall be borne by Group.

COMPLIANCE WITH LAWS

Each party hereby represents warrants and covenants that it shall comply with all laws, rules, orders and regulations applicable to its performance under this Agreement.

CHANGES - NOTICE

Any changes to this Agreement must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed on the first page of this agreement at the address set forth herein. Notice must be given by: (i) certified or registered mail, return receipt requested; (ii) commercial courier for overnight delivery, with a signature signifying receipt; (iii)

facsimile evidenced by a machine-generated receipt; or (iv) email, provided that for notices given by facsimile or email, a confirmation copy must also be sent that same day by commercial courier for overnight delivery as provided herein. All notices shall be deemed delivered upon receipt.

DAMAGE TO RESORT PREMISES

Group shall be responsible for all damage to Resort premises caused by Group or its agents or contractors. Upon completion of the Event, Group will leave the premises in the same condition as received, except for reasonable wear and tear.

LIMITATION OF LIABILITY

Except for damages covered by the indemnifying party's indemnification obligations as set forth in the Section titled "Indemnification and Hold Harmless," neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages even if such party has knowledge of the possibility of such damages, provided that in no event shall either party be liable to the other for any lost profits. Under no circumstances shall this limitation of liability limit or waive Group's obligations to pay liquidated damages, including without limitation, Attrition Charges or Cancellation Charges that may be owed.

PRIVACY OF PERSONAL INFORMATION

Resort complies with the Global Privacy Policy for Guests, which is available at <https://www.southcoastwinery.com/privacy> (the "Privacy Policy"). If applicable, Group agrees to inform guests or event attendees at Resort ("Guests") where they may access the Privacy Policy. Group affirms that it (and its Agent, if applicable) is authorized to provide, request, and receive information pertaining to Guests as is necessary pursuant to the Guests' Resort stay, event attendance or under this Agreement. Resort will protect and use personal data about Guests that Resort receives in connection with its performance of this Agreement and as set forth in the Privacy Policy, provided that Group acknowledges and agrees that certain services may be provided by a third-party and that use of such services may be subject to terms and conditions (including those regarding access and use of Guest information) different than those in this Agreement.

PERMITS, LICENSES AND APPROVALS

Group shall, at its sole cost and expense, obtain all licenses, permits and approvals that are: (i) required for the Event; or (ii) required and/or necessary for Group to perform its obligations under this agreement. Such licenses or permits include, but are not limited to licenses and permits: (a) from any applicable governing body; or (b) for the use of a third party's intellectual property, including but not limited to any music, videos, performances, and/or images.

ARBITRATION

The parties agree that any and all claims, controversies or disputes between the parties that arise out of or relate in any way to this Agreement or a breach hereof and that the parties are unable to resolve informally shall be submitted to binding arbitration in the city or county in which Resort's premises are located, to be conducted in accordance with the Commercial

Arbitration Rules of the American Arbitration Association or such other dispute resolution provider as otherwise agreed to by the parties. The parties expressly agree that this arbitration shall be final and binding on the properties and judgment may be entered upon the award and may be enforced by appropriate judicial action in any state of federal court having jurisdiction thereof. In this connection, the parties hereby submit themselves to the jurisdiction of the State of California, County of Riverside, and that the arbitrator shall award to the prevailing party in arbitration the reasonable attorney's fees and costs expended in connection with any arbitration conducted under this provision.

WAIVER

If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce any or all other terms of this Agreement.

ENFORCEABILITY

If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

ENTIRE AGREEMENT ACCEPTANCE

This Agreement, along with the attached Resort Information Sheet, contains all of the terms agreed to by the parties. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties. Should there be any conflict between this Agreement and any addenda, exhibits, or attachments, the language of this Agreement shall control.

Attachment I: Resort Information Sheet

When signed by each party's authorized representative, this Agreement shall constitute a binding agreement between the Group and Resort.

By the Resort's Authorized Representative


Signature:  EB655CD0FDB0422...

Name: Andrew Vasquez

Title: Catering Sales Manager

Date: 4/1/2023

By the Group's Authorized Representative

Signature:  A4137E406BF5494...

Name: MEGHAN FREEMAN

Title: CEO ELite Academic Academy

Date: 3/31/2023

SOUTH COAST WINERY RESORT & SPA

RESORT INFORMATION SHEET

1. **ADVERTISING:** Neither the Group nor the Resort will use the name, trademark, logo, or other proprietary designation of the other party in any advertising or promotional materials without the prior written approval of such party. The Group's requests for any Resort advertising materials should be directed to the Resort contact listed on the front page of this contract.
2. **CATERING:** In arranging for catered food and beverage functions, the final attendance must be received by the Catering office no later than 10:00am at least three (3) full business days prior to the commencement of the function. This number will be considered a guarantee, not subject to reduction, and charges will be made accordingly. The Resort cannot be responsible for service to more than 3% over the guarantee for groups.
3. **CHECK-IN/CHECK OUT:** **The Resort's check-in time is 4:00pm. Due to the limited room count of Resort, room assignments prior to that time are on a "space availability" basis only. Special requests such as room location and/or early check-in are based upon availability and are not guaranteed. **It is highly recommended by the Resort that if any engagements are scheduled on the same date of arrival and room(s) are needed prior to guaranteed check-in time, that arrival/rental of room(s) be reserved for day prior as well.** The Resort's checkout time is 11:00AM. Any attendees staying in their rooms beyond check-out time without the Resorts authorization will be charged for an additional room night at the best available rate. Late checkout is provided based on availability through authorization from our Front Desk.
4. **EARLY DEPARTURE** All Resort guests are notified at the time of booking their reservation (both over the telephone and by mail confirmation), as well as at check-in, that the Resort will charge a change fee, which is currently a full nights room and tax of your daily rate, if they depart earlier than the date stated on their registration card. All charges will be billed to the group's master account unless a personal credit card is provided. In housing situations wherein Group is sole communication to Resort regarding rooming requirements, Group is responsible for communicating all appropriate housing information to its attendees.
5. **PARKING:** One (1) parking space per Resort room is available and located in front of the room. All additional vehicles and/or guests must park in Event and/or Main Building parking areas at all times. Violators not registered to room and without proper parking identification found in Resort room parking areas are subject to towing at owner's expense.
6. **ELECTRICAL & TELEPHONE REQUIREMENTS:** Installation and usage of electrical services and special telephone lines will be incurred at Group expense. All requirements must be directed in writing to Resort Sales & Catering Department at least two (2) weeks in advance of the meeting to ensure adequate time for installation orders to be processed. Exclusively South Coast Winery Resort & Spa provides electrical services, and no other outside vendors may be contracted to provide electrical service without prior written approval through our on-site Engineering Department.

7. **EVENT REQUIREMENTS**: A complete and final menu selection, as well as all function room set-up requirements should be submitted to Resort at least fourteen (14) days prior to the scheduled date of the function.
8. **SET-UP CHANGES**: Should major changes to the set-up of your event be requested within 24 hours of the start time, the Resort will assess the following fees:

| | |
|------------|---------|
| 0- 20pp | \$100 |
| 21-50pp | \$150 |
| 51-150pp | \$200 |
| 151-300pp | \$750 |
| 301-750pp | \$3,000 |
| 751 and up | \$3,500 |
9. **FOOD & BEVERAGE**: No food and beverage of any kind whatsoever will be permitted to be brought into the Resort by Group, or any of Group's attendees or invitees for any purposes other than personal and individual consumption in guest rooms.
10. **GUARANTEE POLICY**: The Resort requires that all reservations be guaranteed by a credit card (American Express, Carte Blanche, Diners Club, Discover, JCB, MasterCard, and Visa) deposit for one night's room and tax.
11. **GUEST ROOM HOSPITALITY EVENTS**: Guest rooms and guest suites are the private domain of the registered occupant(s) for the time reserved, and those occupants are entitled to reasonable and normal use therein. In the event of planned group activities in the guest room areas, guests are required to obtain advance Resort approval and sign a liability waiver. All group food and beverage services must be coordinated through and/or provided by Resort services. Should such group activities (not coordinated through Resort) come to the Resort's attention, Resort will evaluate group activities for possible charges, and client will be responsible for assistance in such situations.
12. **LOSS & DAMAGE**: Resort will not assume any responsibility for damages or loss of any merchandise or articles left in any area of the Resort prior to, during or following the Group functions. It is the responsibility of Group to notify attendees that no valuables should be left in function rooms or foyers. Group is responsible for any damage or destruction to the premises during the period of time that the guests, attendees, invitees, employees, or independent contractors hired by Group are under Group's jurisdiction.
13. **AUDIO VISUAL REQUIREMENTS**: The Resort requires advance notice of any outside company or producer coming onto the property to provide audiovisual services, and must approve all specifications, including electrical requirements from any such outside contractor (s). Should you elect to hire an outside A/V vendor, South Coast Winery Resort & Spa A/V liaison will be assigned to your program. The A/V liaison will be scheduled between 8am-5pm unless otherwise requested and will be billed to your Master Account at the rate of \$75.00 per hour for a minimum of 5 hours a day for the duration of the program. This will insure the convenience of having an experienced A/V technician with intimate knowledge of the meeting space to be available, on site, to assist with pre-event consultation and any last minute assistance or emergency support role, consideration will be given to waiving or reducing this charge. All outside contractors will adhere to the South Coast Winery Resort and Spa A/V production guidelines, which will be supplied by the Sales & Catering Coordinator assigned to your program.

- 14. PROMOTIONAL MATERIALS:** Nothing should be posted on, nailed, screwed, or otherwise attached to columns, walls, floors or other parts of the building or furniture. Distribution of promotional gummed stickers or labels is strictly prohibited. Anything in connection, therewith, necessary or proper for the protection of the building, equipment, or furniture will be at the expense of the Group. The Resort requests that all signage be limited to the meeting and exhibit levels, and requires all signage intended for display in public areas of the Resort to be professionally printed and pre-approved for use by Resort Catering & Conventions representative. Any pre-approved banner to be hung will be done so by Resort Engineering Department at a charge to Group of \$45.00 per man-hour with a one-hour minimum.
- 15. SECURITY:** The Group acknowledges the Resort cannot be responsible for the safekeeping of equipment (i.e., laptop/notebook computers, etc.), supplies, written material or any other items left in function rooms by Group or its attendees. Accordingly, Group acknowledges it will be responsible to provide security for any such abovementioned items and hereby assumes responsibility of loss thereof. Group further agrees to provide attendees with same information in their own advance collateral as a preventative measure. For security options, please contact your Convention Services Representative at least two (2) weeks prior to the event. The South Coast Winery Resort & Spa will not act as an agent in hiring security and Group acknowledges it will be responsible for contracting directly with outside security services.
- 16. SHIPPING OF PACKAGES:** Special arrangements must be made for receiving any equipment, goods, displays or other materials, which will be sent, delivered or brought into the resort. Failure to do this may result in deliveries being refused or materials being unavailable when required. The resort's receiving entrance is open from 9:00 am to 5:00 pm Monday through Friday. Advance arrangements must be made through the Catering office for weekend deliveries. Current package handling/delivery fees are \$5.00 per box and \$100.00 per pallet. Any materials being sent to the resort must be marked as follows:

Return address

Name of Group associated with
Meeting room and date
Group contact (Sales & Catering Manager)
Name of person that will claim package
Date of that person's arrival
Number of boxes (Example: Box 1 of 2 and Box 2 of 2)

Resort address

South Coast Winery Resort & Spa; 34943 Rancho California Rd., Temecula, CA 92591

Due to lack of storage space, all packages should be sent to arrive no more than three days prior to function dates. There is a \$10.00 handling, storage charge per box each way for affiliate and exhibitors.

It is the Group's responsibility to check on the arrival of any packages and to check to ensure that the contents are intact. The South Coast Winery Resort & Spa accepts no

liability for lost, stolen or damaged goods. Resort has limited capability for receiving, handling, and storage of convention materials. It is the responsibility of meeting planner to notify Resort in advance of estimated volume of materials to be shipped to Resort. If anticipated volume or nature of handling requires special service, meeting planner will be required to arrange drayage service at their expense. It is the responsibility of meeting planner to arrange drayage service for all exhibits and to include information in-group advance mailings.

- 17. TAXES AND CHARGES:** All room rates are subject to state, local and occupancy taxes in effect at the time of the function. Currently 12.2% - inclusive of 10.0% - Riverside County Occupancy Tax, 2.0% - Temecula Wine Country Tourism Marketing District Assessment and 0.2% - California Tourism Assessment. Food and beverage purchases within the resort are subject to an 8.75% sales tax. All food and beverage purchases from the Sales & Catering Department are subject to a 22% service charge. Service fees are subject to sales tax.

Resort policies and procedures are subject to change.



Renewal Quote
Quote Number Q-1125726
March 28, 2023

Diligent Corporation
1111 19th St NW
Washington, DC 20036
Global Phone: +1 (202) 227-2179

Bill To:
Elite Academic Academy
2030-D Avenida De Los Arboles
Thousand Oaks, California, 91362
United States

Elite Academic Academy

| Description | Start Date | End Date | QTY | Annual Price Per | Total Annual Fee |
|----------------------------------|------------|-----------|-------|------------------|------------------|
| BoardEffect Package Subscription | 6/18/2023 | 6/17/2024 | 1.00 | USD 10,990.51 | USD 10,990.51 |
| BoardEffect Seats | 6/18/2023 | 6/17/2024 | 20.00 | USD 0.00 | USD 0.00 |
| BoardEffect Service | 6/18/2023 | 6/17/2024 | 4.00 | USD 0.00 | USD 0.00 |

Total Due (excludes tax)

USD 10,990.51

Total Cost Split
Between Schools

LU= \$5,495.26
ME= \$5,495.25



STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE - GROSS (DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("Lease"), dated for reference purposes only March 13, 2023, is made by and between Nexelm, LLC, a California limited liability company ("Lessor") and Elite Academic Academy-Mountain Empire, a California non profit corporation ("Lessee"), (collectively the "Parties," or individually a "Party").

1.2 **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, city, state, zip): 41775 Elm Street, #203, Murrieta, CA 92562 ("Premises"). The Premises are located in the County of Riverside, and are generally described as (describe briefly the nature of the property and, if applicable, the "Project," if the property is located within a Project): An approximately 3,323 rentable square foot office/showroom, part of the Elm Street Business Park. (See also Paragraph 2)

1.3 **Term:** Three (3) years and zero (0) months ("Original Term") commencing April 1, 2023 ("Commencement Date") and ending March 31, 2026 ("Expiration Date"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing [see Addendum, Paragraph 52] ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** \$4,652.00 per month ("Base Rent"), payable on the first day of each month commencing April 1, 2023. (See also Paragraph 4)

If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 51.

1.6 Base Rent and Other Monies Paid Upon Execution:

(a) **Base Rent:** \$4,652.00 for the period April 1 - 30, 2023.

(b) **Security Deposit:** \$4,936.00 ("Security Deposit"). (See also Paragraph 5)

(c) **Association Fees:** for the period .

(d) **Other:** for .

(e) **Total Due Upon Execution of this Lease:** \$9,588.00.

1.7 **Agreed Use:** Administrative offices and supply warehouse for a charter school. (See also Paragraph 6)

1.8 **Insuring Party.** Lessor is the "Insuring Party". The annual "Base Premium" is . (See also Paragraph 8)

1.9 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"): Lessor's Brokerage Firm Lee & Associates Commercial Real Estate Services, Inc. - Temecula License No. 01048055 Is the broker of (check one): the Lessor; or both the Lessee and Lessor (dual agent).

Lessor's Agent James Nadal, CCIM, SIOR License No. 01040679 is (check one): the Lessor's Agent (salesperson or broker associate); or both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm Coldwell Banker Commercial - SC License No. 02089395 Is the broker of (check one): the Lessee; or both the Lessee and Lessor (dual agent).

Lessee's Agent Carey Pastor License No. 01403298 is (check one): the Lessee's Agent (salesperson or broker associate); or both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (~~or if there is no such agreement, the sum of or % of the total Base Rent~~) for the brokerage services rendered by the Brokers.

1.10 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by ("Guarantor"). (See also Paragraph 37)

1.11 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

an Addendum consisting of Paragraphs 51 through 59;

a plot plan depicting the Premises;

a current set of the Rules and Regulations;

a Work Letter;

other (specify): Option to Extend (Paragraph 60).

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading doors, sump pumps, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date, that the surface and structural elements of the roof, bearing walls and foundation of any buildings on the Premises (the "Building") shall be free of materia defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense, except for the roof, foundations, and bearing walls which are handled as provided in paragraph 7. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

INITIALS u

INITIALS df M.O.

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and an amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not, however, have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

3. Term.

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession.** Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole

INITIALS 

INITIALS  _____
INITIALS 

dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future payments to be made by Lessee to be by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent, Insurance and Real Property Taxes, and any remaining amount to any other outstanding charges or costs.

~~4.3—Association Fees.—In addition to the Base Rent, Lessee shall pay to Lessor each month an amount equal to any owner's association or condominium fees levied or assessed against the Premises. Said monies shall be paid at the same time and in the same manner as the Base Rent.~~

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 Use. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 Hazardous Substances.

(a) Reportable Uses Require Consent. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) Duty to Inform Lessor. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) Lessee Remediation. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) Lessee Indemnification. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. **No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.**

(e) Lessor Indemnification. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of

INITIALS 

INITIALS  _____
INITIALS 

remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises. In addition, Lessee shall provide Lessor with copies of its business license, certificate of occupancy and/or any similar document within 10 days of the receipt of a written request therefor.

6.4 **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for the remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 Lessee's Obligations.

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), ceilings, floors, stairs, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee is also responsible for keeping the roof and roof drainage clean and free of debris. Lessor shall keep the surface and structural elements of the roof, foundations, and bearing walls in good repair (see paragraph 7.2). Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, and (v) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a

INITIALS 

INITIALS 

fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 Lessor's Obligations. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee, except for the surface and structural elements of the roof, foundations and bearing walls, the repair of which shall be the responsibility of Lessor upon receipt of written notice that such a repair is necessary. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions.** The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 Payment of Premium Increases.

(a) Lessee shall pay to Lessor any insurance cost increase ("**Insurance Cost Increase**") occurring during the term of this Lease. Insurance Cost Increase is defined as any increase in the actual cost of the insurance required under Paragraph 8.2(b), 8.3(a) and 8.3(b), over and above the Base Premium as hereinafter defined calculated on an annual basis. Insurance Cost Increase shall include but not be limited to increases resulting from the nature of Lessee's occupancy, any act or omission of Lessee, requirements of the holder of mortgage or deed of trust covering the Premises, increased valuation of the Premises and/or a premium rate increase. The parties are encouraged to fill in the Base Premium in Paragraph 1.8 with a reasonable premium for the Required Insurance based on the Agreed Use of the Premises. If the parties fail to insert a dollar amount in Paragraph 1.8, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the commencement of the Original Term for the Agreed Use of the Premises. In no event, however, shall Lessee be responsible for any portion of the increase in the premium cost attributable to liability insurance carried by Lessor under Paragraph 8.2(b) in excess of \$2,000,000 per occurrence.

(b) Lessee shall pay any such Insurance Cost Increase to Lessor within 30 days after receipt by Lessee of a copy of the premium statement or other reasonable evidence of the amount due. If the insurance policies maintained hereunder cover other property besides the Premises, Lessor shall also deliver to Lessee a statement of the amount of such Insurance Cost Increase attributable only to the Premises showing in reasonable detail the manner in which such amount was computed. Premiums for policy periods commencing prior to, or extending beyond the term of this Lease, shall be prorated to correspond to the term of this Lease.

8.2 Liability Insurance.

INITIALS 

INITIALS  _____
INITIALS 

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender or included in the Base Premium), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence, and Lessee shall be liable for such deductible amount in the event of an Insured Loss.

(b) **Rental Value.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period. Lessee shall be liable for any deductible amount in the event of such loss.

(c) **Adjacent Premises.** If the Premises are part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will

INITIALS 

INITIALS  _____
INITIALS 

expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 Definitions.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds (except as to the deductible which is Lessee's responsibility) as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 Abatement of Rent; Lessee's Remedies.

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee

INITIALS 

INITIALS  _____
INITIALS 

so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 Definition. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Building address. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 Payment of Taxes. Lessor shall pay the Real Property Taxes applicable to the Premises provided, however, that Lessee shall pay to Lessor the amount, if any, by which Real Property Taxes applicable to the Premises increase over the fiscal tax year during which the Commencement Date Occurs ("Tax Increase"). Payment of any such Tax Increase shall be made by Lessee to Lessor within 30 days after receipt of Lessor's written statement setting forth the amount due and computation thereof. If any such taxes shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such taxes shall be prorated to cover only that portion of the tax bill applicable to the period that this Lease is in effect. In the event Lessee incurs a late charge on any Rent payment, Lessor may estimate the current Real Property Taxes, and require that the Tax Increase be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payment shall be an amount equal to the amount of the estimated installment of the Tax Increase divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable Tax Increase is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable Tax Increase. If the amount collected by Lessor is insufficient to pay the Tax Increase when due, Lessee shall pay Lessor, upon demand, such additional sums as are necessary to pay such obligations. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any such advance payments may be treated by Lessor as an additional Security Deposit.

10.3 Additional Improvements. Notwithstanding anything to the contrary in this Paragraph 10.2, Lessee shall pay to Lessor upon demand therefor the entirety of any increase in Real Property Taxes assessed by reason of Alterations or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 Joint Assessment. If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the Tax Increase for all of the land and improvements included within the tax parcel assessed, such proportion to be conclusively determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

10.5 Personal Property Taxes. Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 Lessor's Consent Required.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's

INITIALS 

INITIALS  _____
INITIALS 

remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operationa responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in al subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 Default; Breach. A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppe Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 42, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 40 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

INITIALS 

INITIALS  _____
INITIALS 

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor.

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the Building, or more than 25% of that portion of the Premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 Additional Commission. In addition to the payments owed pursuant to Paragraph 1.9 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires any rights to the Premises or other premises owned by Lessor and located within the same Project, if any, within which the Premises is located, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after

INITIALS 

INITIALS  _____
INITIALS 

the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 Assumption of Obligations. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.9, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 Representations and Indemnities of Broker Relationships. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 Notice Requirements. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 Options. Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any

INITIALS 

INITIALS 

other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 Subordination. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "Lender") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 Attornment. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and

INITIALS 

INITIALS  _____
INITIALS 

such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 Non-Disturbance. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 Self-Executing. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "for sublease" signs, Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 Execution. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 Default. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 Definition. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 Options Personal To Original Lessee. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 Multiple Options. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 Effect of Default on Options.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or

INITIALS 

INITIALS  _____
INITIALS 

not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Multiple Buildings. If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading of vehicles, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.

41. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

42. Reservations. Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

43. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind al of the named Lessees, and Lessor may rely on the same as if al of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and al of which together shall constitute one and the same instrument.

45. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. Offer. Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding unti executed and delivered by all Parties hereto.

47. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS LEASE.

49. Arbitration of Disputes. An Addendum requiring the Arbitration of al disputes between the Parties and/or Brokers arising out of this Lease is is not attached to this Lease.

50. Accessibility; Americans with Disabilities Act.

(a) The Premises:

have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shal mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

INITIALS 

 _____ 
INITIALS

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.


The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: Murrieta, CA
On: 2023-Mar-29 | 14:12 PDT

Executed at: Carey Pastor
On: 2023-Mar-28 | 15:59 PDT

By LESSOR:

Nexelm, LLC, a California limited liability company

DocuSigned by:
By: 
Name Printed: Li Li
Title: Managing Member
Phone: 909-274-8426
Fax:
Email: lili@nexelm.com

By:
Name Printed:
Title:
Phone:
Fax:
Email:

Address: 19223 East Colima Road, #979, Rowland Heights, CA 91748
Federal ID No.:

BROKER


Lee & Associates Commercial Real Estate Services, Inc. - Temecula

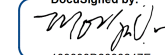
Attn: James Nadal, CCIM, SIOR
Title: Senior Vice President

Address: 25240 Hancock Avenue, Suite 100, Murrieta, CA 92562
Phone: 951-445-4500
Fax: 951-445-4527
Email: jnadal@leetemecula.com
Federal ID No.: 33-0355610
Broker DRE License #: 01048055
Agent DRE License #: 01040679

By LESSEE:

Elite Academic Academy-Mountain Empire, a California non profit corporation

DocuSigned by:
By: 
Name Printed: Meghan Freeman
Title: CEO
Phone:
Fax:
Email:

By: 
Name Printed: Morgan Oelckers
Title: Board President
Phone:
Fax:
Email:

Address:
Federal ID No.:

BROKER

Coldwell Banker Commercial - SC

Attn: Carey Pastor
Title: Senior Vice President

Address: 27368 Via Industria, Suite 102, Temecula, CA
Phone: 951-297-7434
Fax: 951-239-3147
Email: careyp@cbsocalgroup.com
Federal ID No.:
Broker DRE License #: 02089395
Agent DRE License #: 01403298

AIR CRE * <https://www.aircre.com> * 213-687-8777 * contracts@aircre.com
NOTICE: No part of these works may be reproduced in any form without permission in writing.

 
INITIALS

 
INITIALS

ADDENDUM TO STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE-GROSS DATED MARCH 13, 2023, BY AND BETWEEN NEXELM, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AS "LESSOR" AND ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE, A CALIFORNIA NON PROFIT CORPORATION AS "LESSEE"

51. **Base Rent Schedule:** The monthly Base Rent, payable in accordance with Paragraph 1.5 ("Base Rent") of the Lease, dated March 13, 2023, shall be payable according to the schedule as set forth below:

| | | |
|----------------------------------|----------------------|----------------------------------|
| | | Total Cost Split Between Schools |
| April 1, 2023 – March 31, 2024 : | \$4,652.00 per month | LU&ME \$2,326 |
| April 1, 2024 – March 31, 2025: | \$4,792.00 per month | LU&ME \$2,396 |
| April 1, 2025 – March 31, 2026: | \$4,936.00 per month | LU&ME \$2,468 |

52. **Early Access:** Lessee shall be granted early access when the following conditions have been met:

- a. This Lease has been fully executed.
- b. Payment in the form of a cashier's check has been received by Lessor for the first month's rent and security deposit.
- c. Evidence of insurance has been provided by Lessee, as required in Paragraph 8.2 of the Lease.
- d. Lessor has completed any required work.

53. **Condition of Premises:** Lessor, at its sole expense, shall touch-up paint the Premises, replace any stained or damaged ceiling tiles, remove all furniture, rekey exterior doors, clean the interior, finish off shower area and deliver the Premises in clean, working condition. Other than these specific improvements and those listed below, Lessee is leasing the Premises in its "as-is", "where-is" condition, without any representations or warranties whatsoever, other than those contained within the Lease. All other Lessee improvements shall be Lessee's responsibility, shall be performed in a professional workmanlike manner by licensed contractors meeting the insurance requirements of Lessor, shall adhere to all requirements contained in the Lease and all applicable laws, and shall be subject to Lessor's prior written approval in accordance with the terms of the Lease. Lessee shall be responsible, at its sole expense, for all telephone and computer cabling. Lessee, at its sole expense, may add window coverings to the doors and windows, provided there is no drilling into the metal or aluminum window frames. Should installation require new holes in the window frames, Lessee shall obtain prior written approval from Lessor and be required to leave coverings at lease termination.

54. **Utilities:** Lessee is aware that Suite 203 has its own electrical meter. It is understood that Lessee is responsible to pay all charges for electrical power supplied to or consumed in or on the leased Premises. In connection with the foregoing, Lessee agrees to make payments, when due, directly to the appropriate utility company.

55. **Returned Checks:** Lessee shall pay a \$35.00 fee for the first check, which is returned unpaid, and \$50.00 for each subsequent check returned unpaid.

56. **Application of Payments:** If at any time Lessor receives from Lessee, any amount applicable to this Lease which is less than all amounts due and payable at such time, Lessor may apply that payment to amounts then due and payable in any manner and in any order determined by Lessor, in Lessor's sole discretion. Lessee agrees that neither Lessor's acceptance of a payment from Lessee in an amount that is less than all amounts then due and payable nor Lessor's application of such payment shall constitute or be deemed to constitute either a waiver of the unpaid amounts or an accord and satisfaction.

57. **Rules and Regulations:** Lessee shall faithfully observe and comply with the Rules and Regulations that Lessor shall from time to time promulgate and/or modify. The Rules and Regulations shall be binding upon the Lessee upon delivery of a copy of them to Lessee. Lessor shall not be responsible to Lessee for the non-performance of any said Rules and Regulations by any other lessees or occupants.

58. **Confidentiality:** The terms and conditions of this Lease shall be confidential by Lessee and shall not be disclosed to any third party other than to carry out the terms and conditions of this Lease. Should Lessee not maintain the confidentiality of this Lease, then this Lease shall be deemed null and void and Lessor shall be entitled to damages caused by the disclosure of confidential information contained in the Lease.

59. **Signage:** Lessee, at its sole expense, may install one (1) door sign in accordance with the Building's sign criteria and the City of Murrieta standards.

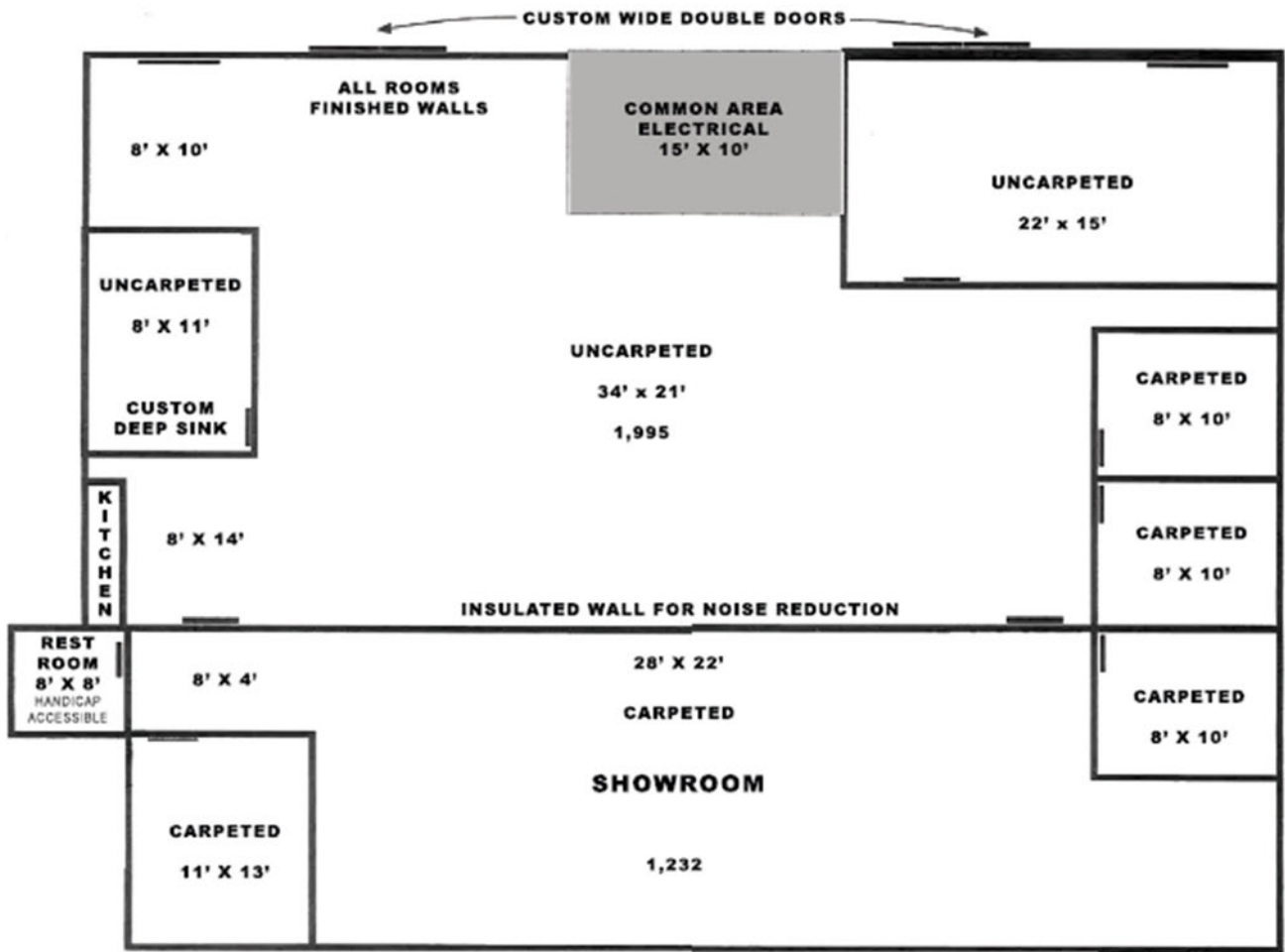
Initial ^{DS}
u

Initial ^{DS}
df ^{DS}
M. O.

“Exhibit A”

Floor Plan

SUITE 203 - ±3,323 SF



Floor plan for illustrative purposes only, actual layout may vary



RULES AND REGULATIONS FOR STANDARD OFFICE LEASE

Date: March 13, 2023

By and Between

Lessor: Nexelm, LLC, a California limited liability company

Lessee: Elite Academic Academy-Mountain Empire, a California non profit corporation

Property Address: 41775 Elm Street, #203, Murrieta, CA 92562

(street address, city, state, zip)

GENERAL RULES

1. Lessee shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Lessor reserves the right to refuse access to any persons Lessor in good faith judges to be a threat to the safety and reputation of the Project and its occupants.
3. Lessee shall not make or permit any noise or odors that annoy or interfere with other lessees or persons having business within the Project.
4. Lessee shall not keep animals or birds within the Project, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Lessee shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Lessee shall not alter any lock or install new or additional locks or bolts.
7. Lessee shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Lessee shall not deface the walls, partitions or other surfaces of the Premises or Project.
9. Lessee shall not suffer or permit anything in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Project.
10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Lessor's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Lessor. Lessee shall be responsible for any damage to the Office Building Project arising from any such activity.
11. Lessee shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Lessor.
12. Lessor reserves the right to close and lock the Building on Saturdays, Sundays and Building Holidays, and on other days between the hours of N/A P.M. and N/A A.M. of the following day. If Lessee uses the Premises during such periods, Lessee shall be responsible for securely locking any doors it may have opened for entry.
13. Lessee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
14. No window coverings, shades or awnings shall be installed or used by Lessee.
15. No Lessee, employee or invitee shall go upon the roof of the Building.
16. Lessee shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Lessor or by applicable governmental agencies as non-smoking areas.
17. Lessee shall not use any method of heating or air conditioning other than as provided by Lessor.
18. Lessee shall not install, maintain or operate any vending machines upon the Premises without Lessor's written consent.
19. The Premises shall not be used for lodging or manufacturing, cooking or food preparation.
20. Lessee shall comply with all safety, fire protection and evacuation regulations established by Lessor or any applicable governmental agency.
21. Lessor reserves the right to waive any one of these rules or regulations, and/or as to any particular Lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Lessee.
22. Lessee assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
23. Lessor reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Project and its occupants. Lessee agrees to abide by these and such rules and regulations.

PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles."
2. Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.
3. Parking stickers or identification devices shall be the property of Lessor and be returned to Lessor by the holder thereof upon termination of the holder's parking privileges. Lessee will pay such replacement charge as is reasonably established by Lessor for the loss of such devices.
4. Lessor reserves the right to refuse the sale of monthly identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements.
5. Lessor reserves the right to relocate all or a part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent offsite location(s), and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.
6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Lessor will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.
8. Validation, if established, will be permissible only by such method or methods as Lessor and/or its licensee may establish at rates generally applicable to visitor parking.
9. The maintenance, washing, waxing or cleaning of vehicles in the parking structure or Common Areas is prohibited.
10. Lessee shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.
11. Lessor reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.
12. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

AIR CRE * <https://www.aircre.com> * 213-687-8777 * contracts@aircre.com

NOTICE: No part of these works may be reproduced in any form without permission in writing.

INITIALS

INITIALS



OPTION(S) TO EXTEND TERM STANDARD LEASE ADDENDUM

Dated: March 13, 2023

By and Between

Lessor: Nexelm, LLC, a California limited liability company

Lessee: Elite Academic Academy-Mountain Empire, a California non profit corporation

Property Address: 41775 Elm Street, #203, Murrieta, CA 92562
(street address, city, state, zip)

Paragraph: 60 **OPTION(S) TO EXTEND TERM.** Subject to the terms, conditions and provisions of Paragraph 39, Lessor grants Lessee one (1) option(s) to extend the term of the Lease ("**Extension Option(s)**"), with each Extension Option being for a term of sixty (60) months, commencing when the prior term expires ("**Option Term(s)**"). In order to exercise an Extension Option, Lessee must give written notice of such election to Lessor and Lessor must receive such notice at least three (3) but not more than six (6) months prior to the date that the applicable Option Term would commence, time being of the essence. If timely and proper notification of the exercise of an Extension Option is not given by Lessee and/or received by Lessor, such Extension Option shall automatically expire. Except as specifically modified, the terms, conditions and provisions of the Lease shall apply during Option Terms but the amount of Rent during Option Terms shall be established by using the method(s) selected below (*check method(s) to be used and fill in appropriately*):

I. Consumer Price Index.

(a) During the Option Term(s) which start(s) on , the monthly Base Rent shall be increased on and every months thereafter during such Option Term(s) ("**Option Term CPI Increase Date(s)**") commensurate with the increase in the Option Term CPI (as herein defined) determined as follows: the monthly Base Rent scheduled for the month immediately preceding the first occurring Option Term CPI Increase Date shall be multiplied by a fraction the denominator of which is the Option Term Base CPI (as herein defined), and the numerator of which is the Option Term Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next Option Term CPI Increase Date during the applicable Option Term, but in no event shall any such new Base Rent be less than the Base Rent for the month immediately preceding the applicable Option Term CPI Increase Date.

(b) The term "**Option Term CPI**" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (*select one*): CPI W (Urban Wage Earners and Clerical Workers) or CPI U (All Urban Consumers), for (*fill in Urban Area*): or the area in which the Premises is located, All Items (1982-1984 = 100). The term "**Option Term Comparison CPI**" shall mean the CPI of the calendar month which is 2 full months prior to the applicable Option Term CPI Increase Date. The term "**Option Term Base CPI**" shall mean the CPI of the calendar month which is 2 full months prior to (*select one*): Commencement Date of the Original Term, start of the applicable Option Term, or (*fill in month*) .

(c) If compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.

II. Fixed Percentage. During the Option Term(s) which start(s) on , the monthly Base Rent shall be increased on and every months thereafter during such Option Term(s) ("**Option Term Percentage Increase Date(s)**") by percent (%) of the monthly Base Rent scheduled to be paid for the month immediately preceding the applicable Option Term Percentage Increase Date.

III. Fair Market Value.

(a) During the Option Term(s) which start(s) on April 1, 2026, the amount of Rent shall be the amount forecasted to be the fair market rental value of the Premises during such Option Term established pursuant to the procedures, terms, assumptions and conditions set forth herein ("**Fair Market Value**"); provided, however, regardless of such Fair Market Value, Base Rent during an Option Term shall not be less than the Base Rent scheduled as of when the prior term expires. Starting as of Lessee's exercise of the applicable Extension Option (but not earlier than six (6) months before start of the applicable Option Term), the Parties shall for thirty (30) days ("**Negotiation Period**") attempt to agree upon the Fair Market Value. If during the Negotiation Period the Parties do not agree on the Fair Market Value, then the Fair Market Value shall be established pursuant to the procedures set forth herein, which shall be binding.

(b) Each Party shall, within fifteen (15) days after the end of the Negotiation Period, in writing submit to the other Party such Party's determination of the Fair Market Value ("**Submitted Value(s)**"). If a Party fails to timely provide a Submitted Value, then the other Party's Submitted Value shall be the Fair Market Value. If both Parties timely provide Submitted Values, then each Party shall, within fifteen (15) days after both Parties have exchanged Submitted Values, in writing notify the other Party of such Party's selected arbitrator who shall meet the qualifications set forth herein ("**Advocate Arbitrator(s)**"). Lessor and Lessee may select an Advocate Arbitrator who is favorable to such Party's position and may, prior to or after appointment of an Advocate Arbitrator, consult with such Party's Advocate Arbitrator. If a Party fails to timely and properly provide notice of such Party's chosen Advocate Arbitrator, then the other Party's Submitted Value shall be the Fair Market Value.

(c) If both Parties timely and properly designate Advocate Arbitrators, then such Advocate Arbitrators shall, within fifteen (15) days after their selection, choose a third (3rd) neutral arbitrator who shall meet the qualifications set forth herein ("**Neutral Arbitrator**"). The Neutral Arbitrator shall be engaged jointly by Lessor and Lessee. If Advocate Arbitrators fail to agree upon and timely appoint a Neutral Arbitrator, then the President of AIR CRE shall appoint such Neutral Arbitrator within fifteen (15) days after request by either Party. If the President of AIR CRE does not timely appoint the Neutral Arbitrator, then either Party may file an appropriate legal action for a judge with competent jurisdiction over the Parties to appoint the Neutral Arbitrator.

(d) The Advocate Arbitrators and the Neutral Arbitrator ("**Arbitrator(s)**") shall be duly licensed real estate brokers or salespersons in good standing in the state in which the Premises is located, shall have been active over the five (5) year period before their appointment in the leasing of properties similar to the Premises within the general real estate market of the Premises. The Neutral Arbitrator shall additionally not be related to or affiliated with either Party or Advocate Arbitrator, and shall not have previously represented in a real estate transaction a Party or anyone related to or affiliated with a Party. All matters to be determined by the Arbitrators shall be decided by a majority vote of the Arbitrators, with each Arbitrator having one (1) vote. The Arbitrators may, as the Arbitrators determine, hold hearings and require briefs, including market data and additional information.

(e) Within thirty (30) days after selection of the Neutral Arbitrator, the three Arbitrators shall first reach a decision as to their own independent opinion of the Fair Market Value established by taking into account the terms, assumptions and conditions set forth herein

INITIALS u

INITIALS df _____
INITIALS M.O.

("Arbitrators' Market Value"), then decide which Party's Submitted Value is closer in monetary amount to the Arbitrators' Market Value ("Selected Market Value"), then provide the Parties a copy of the Arbitrators' Market Value and finally notify the Parties of the Selected Market Value. The Selected Market Value shall be the Fair Market Value. The Arbitrators shall have no right to decide a Selected Market Value which is a compromise to (or modification of) the Submitted Values. The decision of the Arbitrators shall be binding upon the Parties. The Party whose Submitted Value is not the Selected Market Value shall, within ten (10) days after the Arbitrators decide the Selected Market Value, pay the fees and costs of all three (3) Arbitrators.

(f) If the Fair Market Value has not been established before the start of the applicable Option Term, then Lessee shall continue to pay to Lessor rent in the amount payable for the month immediately preceding the start of such Option Term and Lessor's acceptance of such rent shall not waive, adversely affect or prejudice the Parties' right to complete establishment of the Fair Market Value or Lessor's right to collect the full amount of the Fair Market Value once the Fair Market Value is established. Lessee shall, within ten (10) days after establishment of the Fair Market Value, pay to Lessor any deficiency in rent then due for the Option Term. Following establishment of Fair Market Value, the Parties shall, within ten (10) days after request by either Party, sign an amendment to this Lease to confirm the Fair Market Value and the expiration date of this Lease, but the Parties' failure to request or to sign such an amendment shall not affect establishment of the Fair Market Value or extension of the Lease term.

(g) The Arbitrators, in deciding the Arbitrators' Market Value, shall take into account rent rates, rent abatements, periodic rent increases, real property taxes, insurance premiums and other operating expenses, tenant improvement and other applicable allowances, building services, length of lease term and other factors professional real estate brokers and/or appraisers customarily consider in determining fair market rent of property in an arm's length transaction by ready, willing and able parties for space of comparable location, size, age, condition, quality, parking, visibility, view, signage and accessibility if the Premises were marketed in a normal and customary manner for a reasonable length of time on the open market to be leased to a tenant with financial strength and credit worthiness comparable to Lessee and guarantors (if any) of this Lease (as of Lessee's exercise of the Extension Option) for a term comparable to the length of the applicable Option Term and used for the Agreed Use (or other reasonably comparable uses). The Arbitrators, in deciding the Arbitrators' Market Value, shall not consider as a comparable transaction any of the following: a sublease, lease assignment, lease renewal or extension; lease with a tenant that has equity, is related to or affiliated with the landlord; or a lease of space that was subject to a right of first refusal, right of first offer, expansion option or other encumbrances. The Arbitrators, in deciding the Arbitrators' Market Value, shall reduce the Fair Market Value on account of Alterations and improvements made by Lessee to the extent the cost thereof was paid solely by Lessee (in excess of any applicable improvement allowance, abated rent in lieu of improvement allowance or other consideration provided by Lessor for Lessee's improvement of the Premises), shall not reduce the Fair Market Value on account of any real estate brokerage commission savings by Lessor, and shall not reduce the Fair Market Value on account of deferred maintenance or repair of the Premises for which Lessee was responsible under the Lease but did not perform.

IV. Fixed Rental Adjustment(s) ("FRA").

The monthly Base Rent shall be increased to the following amounts on the dates set forth below:

On (fill in FRA Adjustment Date(s)):

The new Base Rent shall be:

V. Continuation of Original Term Adjustments.


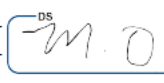
The monthly Base Rent during the Option Term(s) which start(s) on ____ shall be increased in accordance with the same formula provided in the Lease to be used to calculate increases in the Base Rent during the Original Term of the Lease.

BROKER'S FEE: For each adjustment in Base Rent specified above, the Brokers shall be paid a Brokerage Fee in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

AIR CRE * <https://www.aircre.com> * 213-687-8777 * contracts@aircre.com

NOTICE: No part of these works may be reproduced in any form without permission in writing.

INITIALS 

 _____ 
INITIALS

Graduation (Half for Lucerne)

| | | | |
|-------------|--------------------|---------------|---------------|
| From | To | Quote | 5739164 |
| Hawk Ranch | Elite Academy 2023 | Issued | April 5, 2023 |

| ITEM | QUANTITY | PRICE | TOTAL |
|---|----------|------------|-------------------|
| Venue Fee | 3 | \$1,200.00 | \$3,600.00 |
| Use of the Ceremony pond area with the Gallery and Cocktail Hour area included. Each Hour is \$1200 | | | |
| Chair Rental | 325 | \$5.00 | \$1,625.00 |
| We do have enough chairs for up to 150 guests, if we do go past that we will have to rent additional White Folding Chairs and/or Chiavari Chairs. Each White Folding Chair is \$5 per chair and Chiavari will be an additional \$9 per chair. | | | |
| Security Guards w/ Parking Attendants | 2 | \$400.00 | \$800.00 |
| We are a licensed and permitted venue, that does require Security for every event over 50 guests. | | | |
| One Security guards is \$400. two Security guards is \$800 three Security guards is \$1200 four Security guards is \$1600 ** 2 Security Guards Provided by Hawk Ranch (4 total) | | | |
| Lunch Boxes | 250 | \$10.00 | \$2,500.00 |
| We will provide 5 Different Types of Jersey Mike's Lunch Boxes. | | | |
| Each Box will have: Sandwich -Chips -Cookie | | | |

| | | | |
|--------------------|---|----------|-------------------|
| Balloon Arch Decor | 2 | \$500.00 | \$1,000.00 |
|--------------------|---|----------|-------------------|

24 ft Balloon arch at the start of chairs that was shown to Teresa
Two Pillar of balloons
Black, Gold, and White with Stars and 2023 balloons
set up

| | | | |
|---------------------|---|------------|-------------------|
| Service Charge 2023 | 1 | \$1,905.00 | \$1,905.00 |
|---------------------|---|------------|-------------------|

20% service charge

Our service charge is a fee collected to pay for services related to the venue and other services being provided.

Our service charge does not include gratuity.

| | |
|------------------------------------|-------------------|
| Subtotal: | \$11,430.00 |
| Discount (51.50%): | -\$5,886.45 |
| Riverside County Sales Tax (8.75%) | \$332.28 |
| Total: | \$5,875.83 |

To indicate your acceptance of the above, sign electronically below.

Type your name

Prom Quote for Lucerne (Half of total)

| | | | |
|---------------------------|---------------------------------|---------------------|--------------------------|
| From Hawk Ranch | To Elite Academy 2023 | Quote Issued | 5739267 April 5, 2023 |
|---------------------------|---------------------------------|---------------------|--------------------------|

| ITEM | QUANTITY | PRICE | TOTAL |
|------|----------|-------|-------|
|------|----------|-------|-------|

| | | | |
|------------------------|---|------------|-------------------|
| Venue Fee for Saturday | 1 | \$5,000.00 | \$5,000.00 |
|------------------------|---|------------|-------------------|

- 85 Guest Count/ Venue Fee
- 4 hour venue time 6pm-10pm (exclusivity to only your event on)
- Set up as early as 12pm
- Venue Fees Includes:
- White padded Chairs for Event for up to 85 guests
- 60 inch round tables for up to 85 guests
- Choice of Ivory or Black Linens for up to 85 guests
- Setup and breakdown of event
- Venue Staff
- Soft Bar station of Lemonade, Ice Tea and Water

| | | | |
|------------|----|---------|-------------------|
| Taco Truck | 85 | \$55.00 | \$4,675.00 |
|------------|----|---------|-------------------|

- Taco Truck Includes:
- Three Meats (Carne Asada, Pollo Asada, Al Pastor)
- Cheese Enchiladas
- Rice and Beans
- Chips and Salsa
- Salsa Bar with Toppings
- Cheese Quesadillas
- Chicken Flautas
- Dessert Option Added On:
- Churro Bar

| | | | |
|----------------------------------|---|------------|-------------------|
| DJ Add On | 1 | \$2,150.00 | \$2,150.00 |
| This will include: | | | |
| 4 hour venue time | | | |
| DJ/MC | | | |
| Photobooth with prints and props | | | |
| Glowsticks for Guests | | | |

| | | | |
|---------------------|---|------------|-------------------|
| Service Charge 2023 | 1 | \$2,601.50 | \$2,601.50 |
|---------------------|---|------------|-------------------|

22% service charge

Our service charge is a fee collected to pay for services related to the venue and other services being provided.

Our service charge does not include gratuity

| | |
|------------------------------------|-------------------|
| Subtotal: | \$14,426.50 |
| Discount (51.50%): | -\$7,429.65 |
| Riverside County Sales Tax (8.75%) | \$400.04 |
| Total: | \$7,396.89 |

To indicate your acceptance of the above, sign electronically below.

Type your name

Client: Elite Academic Academy Summer Learning
Contact: Teresa Schaffer
Address: 43414 Business Park Drive, Temecula, CA 92590
Phone: 951-565-0239
Date: 3/31/2023
Number: EAAS-OPS2324
Revision: Original
Service: OPS 23 Annual Subscription 2023-2024

Description

Online Purchasing/Student Accounting System for (Client) Elite Academic Academy Summer Learning

Goals and Scope of Services

Online Purchasing System (OPS 23)

Staff Resources / OPS 23: This application is a sophisticated financial tool that enables school administrators to devolve many purchasing and accounting functions down to the individual student level. The application fosters local empowerment and accountability, while allowing administrators to track and manage the entire purchasing process. Security is of the utmost importance as the application can house sensitive identification and demographic information about students and teachers.

The “Teacher Resources” section allows teachers to request resources and instructional tools on behalf of individual students. It enables administrators to approve requests and oversee the allocation of funds for all students.

System Overview

Password protected login to the system is required. Users of the system have the ability to change their own login password. The Client’s system administrator has total control over all Teacher, VCI Vendor, Parent, and Admin login credentials and account permissions. It is the Client’s responsibility to distribute and manage these.

The System Permits Four Levels of Access:

1. Administrator
2. Teacher
3. Parent (optional custom feature allowing parents to enter requests on behalf of their own children)
4. VCI Vendor (optional custom feature to provide Vendor Course Instructors (VCI) a paperless invoicing process)

Administrator Access:

Administrators with full permissions have the ability to approve and process all orders as well as access, update, or add Teacher, Vendor, and Admin accounts. They also have the ability to create orders for any Student account and manually adjust student budgets. Administrators have control over users’ access.

Teacher Access:

Teachers can access orders, demographic/enrollment information and EU balances only for their own students, both active and inactive. However, they can only make order requests for active students. They can also access vendor demographic information and parent login credentials. Vendor demographic information and online purchasing is available at the Teacher access level, although approval and processing of all orders remains at the Administrator level.

Parent Access: *(optional)*

Parent Resources can access demographic and enrollment information and EU allocation and balances for their own Student(s). Vendor demographic information and online purchasing is available at the Parent Access level. Parent requests automatically alert the Teacher, add a note that the order was requested by the Parent, and begin at the Pre-Pending order status. Once Teachers advance these orders from Pre-Pending to Pending, the approval and processing can begin at the Administrator level.

VCI Vendor Login: *(optional)*

The objective of the Vendor Login feature is to eliminate emailing, mailing, or faxing paper or PDF POs and invoices. The whole process becomes electronic. OPS intends to set up Client with the Vendor Login area and provide training, but it will be the Client's responsibility to set and supply their VCI vendors with passwords and communicate directly with their vendors on the Vendor Login process.

Detailed Customized Reporting Available for:

- Students
- Teachers
- Parents
- Vendors
- Requests
- Purchase Orders
- EMR and VCI Catalog Items (optional add-on)
- Forms are developed based on requirements necessary for the following Order Types
 - Educational Materials and Resources (EMR)
 - Vendor Course Instructors (VCI)
 - Computer Information Systems (CIS)
 - College Courses (CC)
 - Activities
 - Catalog Items (CAT) (optional)
 - Bulk
 - Batch

The import process with live data will be handled by OPS. Forms were developed based on needs specified by existing Charter Schools using OPS. The forms are programmed with JavaScript to provide real time validation and relational field modification by user's browser before it is submitted to the OPS server.

Programming:

OPS's proprietary technology drives the secure, password protected web application to access your school's data, perform the necessary queries and calculations, keep students budgets accurate and maintain accountability of all users. OPS often adds new features and improvements based on user input at no charge.

Punchout Integrations

Page 2 of 7

Set-up Steps:

1. Client will need to set up a business “Pay by Invoice” account with our Punchout Vendors for each of their school districts in OPS. We will put you in touch with an Account Representative who can guide you through the process, if one has not already been established (This process can take on week or more).
2. After Client has received all of the login credentials from the Punchout Vendors, we need to set up the account within OPS. We will add an order dropdown in the Request Form that Teachers, Administrators, and Parents will see. Additionally, we will set it up so that Administrators can send Electronic POs directly to each Punchout Vendor (Three days).

How it Works:

In the OPS Purchasing section, a Teacher (or Admin/Parent ordering on behalf of a Teacher) will select a student, then click the Punchout dropdown menu, select the Vendor, and click the order button. This will take the Teacher/Admin/Parent directly to the Punchout Vendor’s website.

Note: The first time a Teacher uses the punchout feature, they will have to set up their own personalized account and give the selected vendor a few details about themselves, (first and last name, email address, etc.) so the Vendor can provide more personalized service to each Teacher, such as keeping track of previous orders and preferences. This MUST be done BEFORE an Admin or Parent can order on the Teacher’s behalf.

After the Teacher sets up their account with the vendor, they can begin adding items to their cart on the Vendor’s website for the Student they have selected from the OPS order form. When they are ready, they can proceed to checkout and click “Submit Items for Approval.” After this happens, the user is taken back to OPS to the Pending Order Summary page for that request.

When the order request is Approved, then Processed within OPS by an Admin, a “Send Electronic PO” button will appear. When this button is pressed an electronic PO will be sent to the Vendor in an XML format. The OPS Admin should then get an approval message that the PO has been received by the Vendor. OPS keeps track of whether or not the PO has been sent, so that POs cannot be sent more than once.

After the PO is received and processed by the Vendor, the order is shipped to the address selected, then marked Received, Invoice Matched, and Paid just like other orders.

Additionally, through the Vendors’ Business portal, school Admins can check the status of their business account requests/orders and get more detailed information about their purchasing history.

Project Approach

OPS Deliverables:

- Fully functional Online Purchasing System
- Spreadsheet Templates to be completed by the Client
- Populate databases with Vendor data provided by Client
- Populate databases with current Student data imported from Client SIS
- Annual application rollover on 5/6/2024
- Archival of previous years order data upon rollover to consecutive school year
- Establish nightly SIS bridge (optional)
- Establish accounting expense item export (optional)
- Implement Vendor Login (optional)
- Facilitate Punchout Integrations (optional)
- Implement Parent Access (optional)
- Provide the Punchout Vendor contact for getting Pay by Invoice business account set-up
- Once the Punchout business accounts are established and the credentials are established, OPS intends to set up the accounts within OPS
- Provide additional support in using this new feature, and assist in troubleshooting with Punchout Vendors any issues that may occur
- One online Administrator training session
- Ongoing tech support during normal business hours

Client Deliverables:

- All downloadable documents that are to be posted, provided in digital format. Specifically in PDF or non-modifiable Word Documents
- All data needed to populate back end database in completed set up spreadsheet template provided by OPS. This includes school name, address and tax rate, vendor records, subject categories, counties, custom VCI and EMR PO text, school logo and signature image. EMR vendors can be the same across multiple schools, but VCI data is often region-specific and requires individual sets of VCI records
- Student funding calendar for the purpose of determining the allotment of educational units based on enrollment date
- Funding schedule (i.e. Initial EUs = \$400.00, 01-12-2021 EU = \$300.00)
- Client is responsible for establishing their own "Pay by Invoice" account with Punchout Vendors and to manage and train their staff accordingly

Project Steps

Vendor records, subject categories and counties served are provided directly from the Client using a provided template. Student and Teacher records are imported by means of an automated SIS importer. After all necessary information is received and implemented, the system is presented for final approval prior to going live. It is at this time that online training sessions will be conducted. Student and Teacher records would then update nightly from Client SIS export, inactivating any records with exit dates.

The system should be available for teachers to begin all ordering approximately 1 week after all their student, teacher, and vendor data is provided, or according to a revised schedule.

Travel and related expenses will be billed additionally at cost plus 20% for coordination. Additional customizations beyond the scope of this agreement will be billed at the rate of \$125.00 per hour and outlined in Change Orders that will require Client approval prior to execution.

Project Costs

| | |
|---|--------------------|
| Application and Database Set-up | \$ N/A |
| OPS 23 Annual Subscription Fee (Based on enrollment of 1826 students each @ \$ 2.93 annually) | \$ 5,350.18 |
| SIS Bridge (Initial, non-reoccurring implementation fee) | \$ N/A |
| Accounting Export (Initial, non-reoccurring implementation fee) | \$ N/A |
| Vendor Login (Initial, non-reoccurring implementation fee) | \$ N/A |
| Punchout Integration Package (PIP) (Initial, non-reoccurring implementation fee) | \$ N/A |
| PIP Support/Maintenance Fee (Based on enrollment of 1826 students at \$1.44 annually) | \$ N/A |
| Parent Access (PA) (Initial, non-reoccurring implementation fee) | \$ N/A |
| PA Support/Maintenance Fee (Based on enrollment of 1826 students at \$0.36 annually) | \$ N/A |
| Total Project Cost: | \$ 5,350.18 |
| Discount (Option A: Less 10% for Pre-paid Annual Subscription) | \$ -535.02 |
| Total (Option A, Pre-paid Annual Subscription) | \$ 4,815.16 |
| Total (Option B, Monthly Payments) | \$ 5,350.18 |

Due on Acceptance (Option A) \$ 4,815.16

Due on Acceptance (Option B) \$ 411.55 (Set-up and Implementation Fees \$ N/A + 1st month subscription \$411.55)

Due Monthly (Option B) \$ 411.55

Important Note: This proposal is based on the current number of student and budget IDs in the OPS system totaling 1826 at the combined annual rate of \$2.93 ea. This agreement is for the definite term of thirteen months as agreed by the parties. At the end of this Annual Service Agreement, unless other arrangements are made, the subscription will automatically renew on a month-to-month basis. The subscription fee will be based on the current number of student IDs in the OPS system in March of 2024.

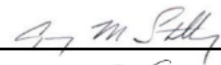

Contact Information:

OPS
 PO Box 126, Beaver, WA 98305
 Guy Stokley, 530.265.3333, or send E-mail to guy@opslr.com
 Joe Lawrence, 951.259.0716, or send E-mail to joe@opslr.com

Total Annual Subscription Cost for the Period of June 1, 2023 - June 30, 2024: \$ 5,350.18

Monthly Subscription Fee: \$ 411.55

This Services Agreement ("Agreement") is entered into between OPS and Client. This Agreement includes and incorporates this Proposal and the accompanying Standard Terms, as such Terms may be amended from time to time. Each Party's acceptance of this Agreement is expressly conditions upon the other's acceptance of the Terms contained in the Agreement to the exclusion of all other terms.

| | |
|----------------------------|---|
| On Behalf of Client: | Name: _____ |
| | Title: _____ |
| | Date: _____ Payment Option _____ |
| Partners on Behalf of OPS: | Guy Stokley: <u></u> |
| | Sam Frangiamore: <u></u> |
| | Date: <u>3/31/2023</u> |

SERVICES, PRICES AND PAYMENT

Upon execution of the Proposal, Client shall pay OPS a non-refundable advance of amount specified on previous page. Monthly subscription fees are due OPS on the first day of every month and/or as of the date listed therefor in the Proposal. Late payments will incur a \$20 late fee. If Client halts work or wishes to terminate this Agreement, Client agrees to pay for all work completed or hours spent, and any pre-approved out-of-pocket expenses incurred. Any prepayment or monthly fees received by OPS shall be non-refundable. For any Services requiring OPS to travel, Client agrees to reimburse OPS for its actual, reasonable travel and other out-of-pocket expenses. Client shall be responsible for any collection expenses, and for all taxes associated with the Services, except those based on OPS's net income. If Client becomes delinquent in its payments, any deliverables due to Client may be withheld until Client is current, and late fees may be charged. Upon payment therefor, any and all deliverables conceived by OPS during this engagement relative to OPS's duties under this Agreement (the "Deliverables") shall be licensed by OPS to the Client on a perpetual basis for the purpose directly listed in the Proposal and no other purpose. If OPS works on materials or documents provided by Client ("Materials"), the Materials shall belong to the party holding title thereto. Client hereby assigns any and all potential right, title, interest and claims to the Deliverables to OPS. Client shall not transfer or copy the Deliverables for delivery to any party for utilization by said party without OPS's prior consent; provided, however that Client may assign the Deliverables in any merger, acquisition, or other purchase or transfer of Client's assets. The intent of the preceding sentence is to prevent Client from disseminating templates or the like designed by OPS for Client to other parties with whom OPS may contract in the future, thereby potentially decreasing the market for OPS's services. Client is responsible for using any Deliverables to achieve Client's intended results. Client authorizes OPS to access its account, with "write permission" for the Client's web page directory, cgi-bin directory, and any other directories or programs that need access for OPS to perform the Services. OPS may rely on all decisions and approvals made by employees and agents of Client, oral or written (including extranet or email). Client's request for any changes must be in writing. OPS shall not be obligated to perform tasks described in Client's request until the Parties agree in writing to the proposed change and hourly rate therefor. Upon contract signing, OPS may mention its relationship, show its work, and utilize Client's logo in marketing presentations, and, upon delivery of its work, if desired by OPS, link OPS's web site to the area on Client's site displaying the Deliverables, and, at OPS's request, Client shall include OPS's logo in an appropriate area on its web site, which OPS may revoke at its discretion.

CONFIDENTIALITY

Each Party agrees to maintain the confidentiality of any business, operational or technical information provided by the other Party pursuant to this Agreement hereunder that a reasonably prudent person would understand to be revealed under a duty of confidentiality (the "Proprietary Information"), and to only use it in carrying out its rights and obligations under this Agreement. The Services furnished by OPS, its intake process and link/email survey and form questions promulgated to the Client, its creative brief made therefrom, and the terms of and pricing under this Agreement are OPS's Proprietary Information. The confidentiality obligations shall not apply to any material or information that the receiving Party can document (i) is or becomes generally available to the public; (ii) was in its possession or known by it prior to receipt from the other Party; (iii) was rightfully disclosed to it by a third party; (iv) was independently developed without use of the other Party's Proprietary Information; or (v) is required to be disclosed by law.

WARRANTIES AND DISCLAIMER

OPS shall indemnify, defend and hold Client harmless from and against any third party claims, suits, demands, actions and proceedings, judgments, penalties, damages, costs and expenses (including reasonable legal fees and costs), losses or liabilities ("Damages") arising out of a claim against Client that the deliverables developed by OPS and provided to Client hereunder constitute an infringement of any copyright held by a third party in the United States, by paying the damages actually awarded against Client in any such suit or proceeding brought by a third party against Client, up to the amount paid by Client hereunder for the offending Deliverable. OPS shall not be obligated to defend or be liable for costs and/or damages under this Section if the alleged infringement (1) arises out of or is in any manner attributable to any modification of any of its deliverables by any other party, or (2) is due to the operation of any computer hardware or software not listed in OPS's technical specifications or (3) arises out of or is in any manner attributable to the collateral or content provided by Client or any other party to OPS for use hereunder (for which Client shall indemnify OPS). Client warrants, represents, and unconditionally guarantees that it has sufficient rights in any and all materials it is providing to OPS hereunder, including but not limited to any elements of text, fonts, graphics, photos, designs, trademark, artwork or the like (the "Client Materials") for OPS to complete the Services contemplated by this Agreement, including but not limited to any necessary authorization, release, clearance or license related to any rights of ownership, privacy, publicity, or intellectual property; and it will not provide OPS for use hereunder with any Client Materials that infringe any third party's intellectual property or other proprietary rights. Client hereby agrees to indemnify, defend, and hold harmless OPS, its employees, subcontractors, and agents, against any third-party damages, losses, liabilities, taxes, tariffs, settlements, or expenses (including, without limitation, costs, and attorneys' fees), in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from the Client Materials, Client's exercise of Internet electronic commerce, or the Services. OPS and Client will indemnify and hold each other harmless from and against all losses, damages, and/or claims caused by their negligence or failure to act under this Services Agreement. If either party incurs attorneys' fees and court costs due to litigation arising under this Agreement, the prevailing party in such litigation shall be entitled to recover such attorney's fees and court costs from the non-prevailing party. Should any of the Services or Deliverables not comply with OPS's specifications therefor, Client must inform OPS of the deficiency within 30 days of receipt and OPS shall use commercially reasonable efforts to remedy. If compliant Services cannot be provided within a reasonable time, Client's remedy shall be to terminate this Agreement. Client understands that any Internet Service Provider (ISP)'s services require a separate contract with that ISP. Client agrees to

select an ISP that allows OPS full access to its Web site and a cgi-bin directory via FTP. Due to conditions beyond its control, OPS does not warrant that the operation of the Deliverables, including any portion of Client's Web site, will be uninterrupted or error-free. Any warranties, indemnities, guarantees, and representations, express or implied, are specifically disclaimed, including, but not limited to, any warranty of non-infringement, merchantability, title, or fitness for a particular purpose and implied warranties arising from course of dealing or performance, except to the extent that such disclaimers are held to be legally invalid. OPS also disclaims any warranty regarding any benefit Client might obtain from the Services, and the operation or appearance or interaction of the Deliverables with Client's web site.

LIMITATION OF LIABILITY

AS ALL DELIVERABLES PROVIDED HEREUNDER SHALL BE BASED ON CLIENT'S CONTENT, SPECIFICATIONS AND MATERIALS, ALL OPS SERVICES AND DELIVERABLES ARE PROVIDED "AS IS". IN NO EVENT SHALL OPS OR CLIENT BE LIABLE FOR LOSS OF BUSINESS OR BUSINESS OPPORTUNITIES, LOSS OF USE OR OF DATA, OR FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUSINESS INTERRUPTION OR LOSS OF PROFITS (EXCEPT IN THE CASE OF NONPAYMENT), EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITY, WHETHER UNDER THIS AGREEMENT OR OTHERWISE, IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT. OPS SHALL IN NO EVENT BE LIABLE HEREUNDER FOR DAMAGES EXCEEDING THE FEES PAID BY CLIENT FOR THE SERVICES THAT DIRECTLY GAVE RISE TO SUCH DAMAGES.

MISCELLANEOUS

All Sections of this Agreement that by their nature should survive termination or expiration will survive, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability. Except for payment obligations, neither Party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, embargoes, fire, floods, terrorist attacks, earthquakes, accidents, strikes, sickness, computer viruses, or the like. In the event of any such delay, any period of time for action by said Party may be deferred for a period sufficient to resume normal business activities. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Client does not have any authority to bind OPS in any respect. OPS shall have the right to use third parties in performance of the Services and, for purposes of this Agreement, all references to OPS shall be deemed to include such third parties/subcontractors. This Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications, proposals, and other understandings related to the subject matter of this Agreement. All waivers and modifications must be in writing signed by both Parties in ink, except as otherwise provided. The Parties expressly agree that any pre-printed or other terms on any purchase order, request for proposal, or other document shall have no force or effect, even if signed by the Parties after the date hereof. If a court of competent jurisdiction determines as a part of a final non-appealable judgment that any provision of this Agreement is illegal or otherwise unenforceable, it will be limited to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. Any notice under this Agreement will be in writing and will be deemed to have been duly served the day after it is sent, if sent by next day commercial courier delivery (e.g., Federal Express). The Parties have read this Agreement and had the opportunity to consult with their legal advisors. It will be fairly interpreted in accordance with its terms and without any strict construction against either Party. From time to time, governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. Client agrees that it is solely responsible for complying with said laws, taxes, and tariffs, and will hold harmless, protect, and defend OPS and its subcontractors from any claim, suit, penalty, tax or tariff arising therefrom. No failure or delay on the part of a Party in exercising any right, power or remedy shall operate as a waiver thereof; nor shall any single or partial exercise preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. This Agreement and all transactions hereunder shall be governed in all respects by the laws of the State of California, without regard to either its conflicts or choice of laws rules or the application of the United Nations Convention on Contracts for the International Sale of Goods. In any action to enforce rights under this Agreement, the prevailing party may recover its reasonable costs and attorneys' fees. This Agreement may be executed in counterparts, each of which will be deemed to be an original, and each of which alone and all of which together, shall constitute one instrument. In making proof of this Agreement, it is only necessary to produce or account for the counterpart signed by the Party against whom this Agreement is to be enforced. A facsimile or photocopy thereof of any autograph is deemed an original signature, and the fax/copy shall be an original counterpart. The signatures on the Proposal evidence that the Parties agree to these Terms.

Client: Elite Academic Academy Lucerne
Contact: Teresa Schaffer
Address: 43414 Business Park Drive, Temecula, CA 92590
Phone: 951-565-0239
Date: 3/31/2023
Number: EAAL-OPS2324
Revision: Original
Service: OPS 23 Annual Subscription 2023-2024

Description

Online Purchasing/Student Accounting System for (Client) Elite Academic Academy Lucerne

Goals and Scope of Services

Online Purchasing System (OPS 23)

Staff Resources / OPS 23: This application is a sophisticated financial tool that enables school administrators to devolve many purchasing and accounting functions down to the individual student level. The application fosters local empowerment and accountability, while allowing administrators to track and manage the entire purchasing process. Security is of the utmost importance as the application can house sensitive identification and demographic information about students and teachers.

The “Teacher Resources” section allows teachers to request resources and instructional tools on behalf of individual students. It enables administrators to approve requests and oversee the allocation of funds for all students.

System Overview

Password protected login to the system is required. Users of the system have the ability to change their own login password. The Client’s system administrator has total control over all Teacher, VCI Vendor, Parent, and Admin login credentials and account permissions. It is the Client’s responsibility to distribute and manage these.

The System Permits Four Levels of Access:

1. Administrator
2. Teacher
3. Parent (optional custom feature allowing parents to enter requests on behalf of their own children)
4. VCI Vendor (optional custom feature to provide Vendor Course Instructors (VCI) a paperless invoicing process)

Administrator Access:

Administrators with full permissions have the ability to approve and process all orders as well as access, update, or add Teacher, Vendor, and Admin accounts. They also have the ability to create orders for any Student account and manually adjust student budgets. Administrators have control over users’ access.

Teacher Access:

Teachers can access orders, demographic/enrollment information and EU balances only for their own students, both active and inactive. However, they can only make order requests for active students. They can also access vendor demographic information and parent login credentials. Vendor demographic information and online purchasing is available at the Teacher access level, although approval and processing of all orders remains at the Administrator level.

Parent Access: *(optional)*

Parent Resources can access demographic and enrollment information and EU allocation and balances for their own Student(s). Vendor demographic information and online purchasing is available at the Parent Access level. Parent requests automatically alert the Teacher, add a note that the order was requested by the Parent, and begin at the Pre-Pending order status. Once Teachers advance these orders from Pre-Pending to Pending, the approval and processing can begin at the Administrator level.

VCI Vendor Login: *(optional)*

The objective of the Vendor Login feature is to eliminate emailing, mailing, or faxing paper or PDF POs and invoices. The whole process becomes electronic. OPS intends to set up Client with the Vendor Login area and provide training, but it will be the Client's responsibility to set and supply their VCI vendors with passwords and communicate directly with their vendors on the Vendor Login process.

Detailed Customized Reporting Available for:

- Students
- Teachers
- Parents
- Vendors
- Requests
- Purchase Orders
- EMR and VCI Catalog Items (optional add-on)
- Forms are developed based on requirements necessary for the following Order Types
 - Educational Materials and Resources (EMR)
 - Vendor Course Instructors (VCI)
 - Computer Information Systems (CIS)
 - College Courses (CC)
 - Activities
 - Catalog Items (CAT) (optional)
 - Bulk
 - Batch

The import process with live data will be handled by OPS. Forms were developed based on needs specified by existing Charter Schools using OPS. The forms are programmed with JavaScript to provide real time validation and relational field modification by user's browser before it is submitted to the OPS server.

Programming:

OPS's proprietary technology drives the secure, password protected web application to access your school's data, perform the necessary queries and calculations, keep students budgets accurate and maintain accountability of all users. OPS often adds new features and improvements based on user input at no charge.

Punchout Integrations

Page 2 of 7

Set-up Steps:

1. Client will need to set up a business “Pay by Invoice” account with our Punchout Vendors for each of their school districts in OPS. We will put you in touch with an Account Representative who can guide you through the process, if one has not already been established (This process can take on week or more).
2. After Client has received all of the login credentials from the Punchout Vendors, we need to set up the account within OPS. We will add an order dropdown in the Request Form that Teachers, Administrators, and Parents will see. Additionally, we will set it up so that Administrators can send Electronic POs directly to each Punchout Vendor (Three days).

How it Works:

In the OPS Purchasing section, a Teacher (or Admin/Parent ordering on behalf of a Teacher) will select a student, then click the Punchout dropdown menu, select the Vendor, and click the order button. This will take the Teacher/Admin/Parent directly to the Punchout Vendor’s website.

Note: The first time a Teacher uses the punchout feature, they will have to set up their own personalized account and give the selected vendor a few details about themselves, (first and last name, email address, etc.) so the Vendor can provide more personalized service to each Teacher, such as keeping track of previous orders and preferences. This MUST be done BEFORE an Admin or Parent can order on the Teacher’s behalf.

After the Teacher sets up their account with the vendor, they can begin adding items to their cart on the Vendor’s website for the Student they have selected from the OPS order form. When they are ready, they can proceed to checkout and click “Submit Items for Approval.” After this happens, the user is taken back to OPS to the Pending Order Summary page for that request.

When the order request is Approved, then Processed within OPS by an Admin, a “Send Electronic PO” button will appear. When this button is pressed an electronic PO will be sent to the Vendor in an XML format. The OPS Admin should then get an approval message that the PO has been received by the Vendor. OPS keeps track of whether or not the PO has been sent, so that POs cannot be sent more than once.

After the PO is received and processed by the Vendor, the order is shipped to the address selected, then marked Received, Invoice Matched, and Paid just like other orders.

Additionally, through the Vendors’ Business portal, school Admins can check the status of their business account requests/orders and get more detailed information about their purchasing history.

Project Approach

OPS Deliverables:

- Fully functional Online Purchasing System
- Spreadsheet Templates to be completed by the Client
- Populate databases with Vendor data provided by Client
- Populate databases with current Student data imported from Client SIS
- Annual application rollover on 5/6/2024
- Archival of previous years order data upon rollover to consecutive school year
- Establish nightly SIS bridge (optional)
- Establish accounting expense item export (optional)
- Implement Vendor Login (optional)
- Facilitate Punchout Integrations (optional)
- Implement Parent Access (optional)
- Provide the Punchout Vendor contact for getting Pay by Invoice business account set-up
- Once the Punchout business accounts are established and the credentials are established, OPS intends to set up the accounts within OPS
- Provide additional support in using this new feature, and assist in troubleshooting with Punchout Vendors any issues that may occur
- One online Administrator training session
- Ongoing tech support during normal business hours

Client Deliverables:

- All downloadable documents that are to be posted, provided in digital format. Specifically in PDF or non-modifiable Word Documents
- All data needed to populate back end database in completed set up spreadsheet template provided by OPS. This includes school name, address and tax rate, vendor records, subject categories, counties, custom VCI and EMR PO text, school logo and signature image. EMR vendors can be the same across multiple schools, but VCI data is often region-specific and requires individual sets of VCI records
- Student funding calendar for the purpose of determining the allotment of educational units based on enrollment date
- Funding schedule (i.e. Initial EUs = \$400.00, 01-12-2021 EU = \$300.00)
- Client is responsible for establishing their own "Pay by Invoice" account with Punchout Vendors and to manage and train their staff accordingly

Project Steps

Vendor records, subject categories and counties served are provided directly from the Client using a provided template. Student and Teacher records are imported by means of an automated SIS importer. After all necessary information is received and implemented, the system is presented for final approval prior to going live. It is at this time that online training sessions will be conducted. Student and Teacher records would then update nightly from Client SIS export, inactivating any records with exit dates.

The system should be available for teachers to begin all ordering approximately 1 week after all their student, teacher, and vendor data is provided, or according to a revised schedule.

Travel and related expenses will be billed additionally at cost plus 20% for coordination. Additional customizations beyond the scope of this agreement will be billed at the rate of \$125.00 per hour and outlined in Change Orders that will require Client approval prior to execution.

SERVICES, PRICES AND PAYMENT

Upon execution of the Proposal, Client shall pay OPS a non-refundable advance of amount specified on previous page. Monthly subscription fees are due OPS on the first day of every month and/or as of the date listed therefor in the Proposal. Late payments will incur a \$20 late fee. If Client halts work or wishes to terminate this Agreement, Client agrees to pay for all work completed or hours spent, and any pre-approved out-of-pocket expenses incurred. Any prepayment or monthly fees received by OPS shall be non-refundable. For any Services requiring OPS to travel, Client agrees to reimburse OPS for its actual, reasonable travel and other out-of-pocket expenses. Client shall be responsible for any collection expenses, and for all taxes associated with the Services, except those based on OPS's net income. If Client becomes delinquent in its payments, any deliverables due to Client may be withheld until Client is current, and late fees may be charged. Upon payment therefor, any and all deliverables conceived by OPS during this engagement relative to OPS's duties under this Agreement (the "Deliverables") shall be licensed by OPS to the Client on a perpetual basis for the purpose directly listed in the Proposal and no other purpose. If OPS works on materials or documents provided by Client ("Materials"), the Materials shall belong to the party holding title thereto. Client hereby assigns any and all potential right, title, interest and claims to the Deliverables to OPS. Client shall not transfer or copy the Deliverables for delivery to any party for utilization by said party without OPS's prior consent; provided, however that Client may assign the Deliverables in any merger, acquisition, or other purchase or transfer of Client's assets. The intent of the preceding sentence is to prevent Client from disseminating templates or the like designed by OPS for Client to other parties with whom OPS may contract in the future, thereby potentially decreasing the market for OPS's services. Client is responsible for using any Deliverables to achieve Client's intended results. Client authorizes OPS to access its account, with "write permission" for the Client's web page directory, cgi-bin directory, and any other directories or programs that need access for OPS to perform the Services. OPS may rely on all decisions and approvals made by employees and agents of Client, oral or written (including extranet or email). Client's request for any changes must be in writing. OPS shall not be obligated to perform tasks described in Client's request until the Parties agree in writing to the proposed change and hourly rate therefor. Upon contract signing, OPS may mention its relationship, show its work, and utilize Client's logo in marketing presentations, and, upon delivery of its work, if desired by OPS, link OPS's web site to the area on Client's site displaying the Deliverables, and, at OPS's request, Client shall include OPS's logo in an appropriate area on its web site, which OPS may revoke at its discretion.

CONFIDENTIALITY

Each Party agrees to maintain the confidentiality of any business, operational or technical information provided by the other Party pursuant to this Agreement hereunder that a reasonably prudent person would understand to be revealed under a duty of confidentiality (the "Proprietary Information"), and to only use it in carrying out its rights and obligations under this Agreement. The Services furnished by OPS, its intake process and link/email survey and form questions promulgated to the Client, its creative brief made therefrom, and the terms of and pricing under this Agreement are OPS's Proprietary Information. The confidentiality obligations shall not apply to any material or information that the receiving Party can document (i) is or becomes generally available to the public; (ii) was in its possession or known by it prior to receipt from the other Party; (iii) was rightfully disclosed to it by a third party; (iv) was independently developed without use of the other Party's Proprietary Information; or (v) is required to be disclosed by law.

WARRANTIES AND DISCLAIMER

OPS shall indemnify, defend and hold Client harmless from and against any third party claims, suits, demands, actions and proceedings, judgments, penalties, damages, costs and expenses (including reasonable legal fees and costs), losses or liabilities ("Damages") arising out of a claim against Client that the deliverables developed by OPS and provided to Client hereunder constitute an infringement of any copyright held by a third party in the United States, by paying the damages actually awarded against Client in any such suit or proceeding brought by a third party against Client, up to the amount paid by Client hereunder for the offending Deliverable. OPS shall not be obligated to defend or be liable for costs and/or damages under this Section if the alleged infringement (1) arises out of or is in any manner attributable to any modification of any of its deliverables by any other party, or (2) is due to the operation of any computer hardware or software not listed in OPS's technical specifications or (3) arises out of or is in any manner attributable to the collateral or content provided by Client or any other party to OPS for use hereunder (for which Client shall indemnify OPS). Client warrants, represents, and unconditionally guarantees that it has sufficient rights in any and all materials it is providing to OPS hereunder, including but not limited to any elements of text, fonts, graphics, photos, designs, trademark, artwork or the like (the "Client Materials") for OPS to complete the Services contemplated by this Agreement, including but not limited to any necessary authorization, release, clearance or license related to any rights of ownership, privacy, publicity, or intellectual property; and it will not provide OPS for use hereunder with any Client Materials that infringe any third party's intellectual property or other proprietary rights. Client hereby agrees to indemnify, defend, and hold harmless OPS, its employees, subcontractors, and agents, against any third-party damages, losses, liabilities, taxes, tariffs, settlements, or expenses (including, without limitation, costs, and attorneys' fees), in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from the Client Materials, Client's exercise of Internet electronic commerce, or the Services. OPS and Client will indemnify and hold each other harmless from and against all losses, damages, and/or claims caused by their negligence or failure to act under this Services Agreement. If either party incurs attorneys' fees and court costs due to litigation arising under this Agreement, the prevailing party in such litigation shall be entitled to recover such attorney's fees and court costs from the non-prevailing party. Should any of the Services or Deliverables not comply with OPS's specifications therefor, Client must inform OPS of the deficiency within 30 days of receipt and OPS shall use commercially reasonable efforts to remedy. If compliant Services cannot be provided within a reasonable time, Client's remedy shall be to terminate this Agreement. Client understands that any Internet Service Provider (ISP)'s services require a separate contract with that ISP. Client agrees to

select an ISP that allows OPS full access to its Web site and a cgi-bin directory via FTP. Ducto conditions beyond its control, OPS does not warrant that the operation of the Deliverables, including any portion of Client's Web site, will be uninterrupted or error-free. Any warranties, indemnities, guarantees, and representations, express or implied, are specifically disclaimed, including, but not limited to, any warranty of non-infringement, merchantability, title, or fitness for a particular purpose and implied warranties arising from course of dealing or performance, except to the extent that such disclaimers are held to be legally invalid. OPS also disclaims any warranty regarding any benefit Client might obtain from the Services, and the operation or appearance or interaction of the Deliverables with Client's web site.

LIMITATION OF LIABILITY

AS ALL DELIVERABLES PROVIDED HEREUNDER SHALL BE BASED ON CLIENT'S CONTENT, SPECIFICATIONS AND MATERIALS, ALL OPS SERVICES AND DELIVERABLES ARE PROVIDED "AS IS". IN NO EVENT SHALL OPS OR CLIENT BE LIABLE FOR LOSS OF BUSINESS OR BUSINESS OPPORTUNITIES, LOSS OF USE OR OF DATA, OR FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUSINESS INTERRUPTION OR LOSS OF PROFITS (EXCEPT IN THE CASE OF NONPAYMENT), EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITY, WHETHER UNDER THIS AGREEMENT OR OTHERWISE, IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT. OPS SHALL IN NO EVENT BE LIABLE HEREUNDER FOR DAMAGES EXCEEDING THE FEES PAID BY CLIENT FOR THE SERVICES THAT DIRECTLY GAVE RISE TO SUCH DAMAGES.

MISCELLANEOUS

All Sections of this Agreement that by their nature should survive termination or expiration will survive, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability. Except for payment obligations, neither Party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, embargoes, fire, floods, terrorist attacks, earthquakes, accidents, strikes, sickness, computer viruses, or the like. In the event of any such delay, any period of time for action by said Party may be deferred for a period sufficient to resume normal business activities. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Client does not have any authority to bind OPS in any respect. OPS shall have the right to use third parties in performance of the Services and, for purposes of this Agreement, all references to OPS shall be deemed to include such third parties/subcontractors. This Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications, proposals, and other understandings related to the subject matter of this Agreement. All waivers and modifications must be in writing signed by both Parties in ink, except as otherwise provided. The Parties expressly agree that any pre-printed or other terms on any purchase order, request for proposal, or other document shall have no force or effect, even if signed by the Parties after the date hereof. If a court of competent jurisdiction determines as a part of a final non-appealable judgment that any provision of this Agreement is illegal or otherwise unenforceable, it will be limited to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. Any notice under this Agreement will be in writing and will be deemed to have been duly served the day after it is sent, if sent by next day commercial courier delivery (e.g., Federal Express). The Parties have read this Agreement and had the opportunity to consult with their legal advisors. It will be fairly interpreted in accordance with its terms and without any strict construction against either Party. From time to time, governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. Client agrees that it is solely responsible for complying with said laws, taxes, and tariffs, and will hold harmless, protect, and defend OPS and its subcontractors from any claim, suit, penalty, tax or tariff arising therefrom. No failure or delay on the part of a Party in exercising any right, power or remedy shall operate as a waiver thereof; nor shall any single or partial exercise preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. This Agreement and all transactions hereunder shall be governed in all respects by the laws of the State of California, without regard to either its conflicts or choice of laws rules or the application of the United Nations Convention on Contracts for the International Sale of Goods. In any action to enforce rights under this Agreement, the prevailing party may recover its reasonable costs and attorneys' fees. This Agreement may be executed in counterparts, each of which will be deemed to be an original, and each of which alone and all of which together, shall constitute one instrument. In making proof of this Agreement, it is only necessary to produce or account for the counterpart signed by the Party against whom this Agreement is to be enforced. A facsimile or photocopy thereof of any autograph is deemed an original signature, and the fax/copy shall be an original counterpart. The signatures on the Proposal evidence that the Parties agree to these Terms.