



# Elite Academic Academy - Mountain Empire

Join Zoom Meeting

[https://eliteacademic.zoom.us/j/94339322461?](https://eliteacademic.zoom.us/j/94339322461?pwd=dVJiSVBTbTNleGZobGduSk1NZINyZz09)

pwd=dVJiSVBTbTNleGZobGduSk1NZINyZz09 Meeting ID:

943 3932 2461 Passcode: 517181 One tap mobile

+16699009128,,94339322461#,,,,\*517181# US (San Jose)

September 1, 2022 at 10:00 am

43414 Business Park Drive, Temecula, CA 92590



## Elite Academic Academy - Mountain Empire -September 1st, 2022

### Elite Academic Academy - Mountain Empire

#### Meeting Location

Due to the ongoing COVID-19 pandemic, this meeting will be held via teleconference only. Members of the public may observe the meeting and offer public comment using the following dial-in numbers and/or internet link: Join Zoom Meeting  
<https://eliteacademic.zoom.us/j/94339322461?pwd=dVJiSVBTbTNleGZobGduSk1NZlNyZz09> Meeting ID: 943 3932 2461  
Passcode: 517181 One tap mobile  
+16699009128,,94339322461#,,,,\*517181# US (San Jose)

**Time:** 1.0 Call To Order

Roll Call:  
Morgen Oelckers, Patrick Keeley, Ronnie Jackson

**2.0 Approve/Adopt the Agenda**

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

**Motion: Second:  
Vote:**

**3.0 Public Comment -Closed Session**

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

**4.0 Adjourn to Closed Session**

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

**5.0 Closed Session**

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

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

Open (Time): A) CEO Goal Review and Proposal for the 22.23 School  
Close (Time): Year

[CEO Goals Update](#)

**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 [galtmirano@eliteacademic.com](mailto:galtmirano@eliteacademic.com). Please complete and return the form for agendized or non-agendized items, prior to the meeting. Not more than three (3) minutes are to be allotted to any one (1) speaker, and no more than twenty (20) minutes on the same subject. This portion of the agenda is for comments, recognitions and reports to the Board and is not intended to be a question and answer period. If you have

questions for the Board, please provide the Board President with a written copy and an administrator will provide answers at a later date. A request for disability related modifications or accommodations in order to participate in the public meeting, including auxiliary aids or services, may be made to Ms. Meghan Freeman at mfreeman@eliteacademic.com at least 72 hours prior to the meeting.

## 9.0 General Functions

### 9.1 Informational Items

#### A. CEO Authorizer Report

EAA-ME Sept 22 CEO Report.pdf

### 9.2 Consent Agenda

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

Motion: Second:  
Vote:

#### A. Meeting Minutes from August 4, 2022

EAA-ME 08.04.22.pdf

#### B. Warrant Register

WarrantRegisterME\_July\_2223.pdf

#### C. New Instructional Materials Community Partners

Elite Academic Instructional Service Community  
Partner\_August\_2022 - VCI Community Partners.pdf

#### D. New Educational Materials Community Partners

Elite Academic Educational Materials  
Partner\_August\_2022.xlsx - EM Partners.pdf

#### E. Job Descriptions

JD - CTE Esports Teacher (pending board approval).pdf

JD - CTE-Athletic Performance Coordinator (pending board approval).pdf

JD - Moonshot\_CEO Think Tank Stipend (rider to other JD)  
(pending board approval).pdf

## 10.0 Personnel Services

### 10.1 Certificated Hires

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

22230394

Motion: Second:  
Vote:

### 10.2 Employee Contract Addendums

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

22230205

22230342

22230218

22230260

22230257

Motion: Second:  
Vote:

### 10.3 Temporary Employee Release and Resignations

It is recommended that the board ratify the following Temporary

Motion: Second:  
Vote:

Employee Release and Resignations for Elite Academic Academy - Mountain Empire.

22230243

22230373

22230311

22230367

22230306

22230377

22230382

22230242

22230303

22230355

## 11.0 Business Services

### 11.1 State of Emergency Policy

The Board will review and consider approval of a proposed resolution finding that the proclamation of a state of emergency continues and that local health officials have continued to recommend measures to promote social distancing such that meeting in person would present an imminent risk to the health or safety of the attendees and that, therefore, the Board of Directors will continue to meet remotely in order to ensure the health and safety of attendees.

Motion: Second:  
Vote:

ME-Resolution recognizing a state of emergency and authorizing teleconferenced meetings pursuant to AB 361.pdf

### 11.2 Professional Development Budget 2023

It is recommended that the board approve the following Professional Development Budget 2023 for Elite Academic Academy-Mountain Empire.

Motion: Second:  
Vote:

### 11.3 CSC Loan Documents

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

Motion: Second:  
Vote:

1\_EAAME-A&R TL-CA22-2.docx.pdf

2\_EAAME-BOS-CA22-2.docx.pdf

3\_EAAME-NOA-CA22-2.docx.pdf

4\_EAAME-OC-CA22-2.docx.pdf

5\_EAAME-IC-CA22-2.pdf

### 11.4 DocuSign Contract 22.23

It is recommended that the board approve the following DocuSign Contract 22.23 for Elite Academic Academy-Mountain Empire.

Motion: Second:  
Vote:

22.23 DocuSign Renewal Contract.pdf

## 12.0 Educational Services/Policy Development

### 12.1 Special Education Master Vendor Contracts 22-23

It is recommended that the board approve the following Special Education Master Vendor Contracts 22-23 for Elite Academic Academy - Mountain Empire.

Motion: Second:  
Vote:

K12SES\_signed2022-2023 MEMaster-Contract (2).pdf

### 12.2 Updated Parent Student Handbook 22-23

Motion: Second:

It is recommended that the board approve the following Updated Parent Student Handbook 22-23 for Elite Academic Academy - Mountain Empire.

Vote:

22\_23 Edited Parent\_Student Handbook (2).pdf

### 12.3 Independent Study Policy 22-23

It is recommended that the board retroactively approve the following Independent Study Policy 22-23 for Elite Academic Academy-Mountain Empire.

Motion: Second:

Vote:

Independent Study Policy EAA\_updated\_071222.pdf

### 12.4 Universal Pre-K Plan 22-23

It is recommended that the board approve the following Universal Pre-K Plan 22-23 for Elite Academic Academy-Mountain Empire.

Motion: Second:

Vote:

2021\_UPK\_Planning\_and\_Implementation\_Grant\_Program\_Elite\_Academic\_Academy\_-\_Mountain\_Empire\_20220830 (1) (1).pdf

### 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 October 6th, 2022 at 10:00 am.

### 15.0 Board Comments and Future Planning

Time:

### 16.0 Adjournment

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

Motion: Second:

Vote:

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

# Elite Academic Academy

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



## Monthly Update

August 2022

*#BeElite*

ELITE ACADEMIC ACADEMY



**School:** Elite Academic Academy-Mountain Empire  
**Authorizer:** Mountain Empire Unified School District  
**Leader:** Ms. Meghan Freeman, CEO  
**Month:** August 2022

## August 2022

Essential Focus	Celebrate	On Target	In Progress
Student Work/Data	✓		
Families/Community		✓	
Curriculum Development	✓		
Budget		✓	

**Celebration Areas:**

- ◆ Our new teacher and beginning of the year PD exemplified Shared Leadership with staff from all over the organization sharing their expertise.
- ◆ Our content teachers worked hard this summer creating and adding to their Elite proprietary courses.
- ◆ Leadership presented tactical plans for the 22.23 school year based on data, and the charter market and aligned them with LCAP, the Elite Six Essentials, and High-Reliability School indicators.



[Download the Homeschool Back to School Newsletter Here!](#)

### Homeschool by the Numbers (Homeschool is growing!)

Lucerne: 242 students

Mountain Empire: 490 students

Total: 732 students

### Academy Introduction Video

Our Lead Team collaborated on a silly and fun way to introduce our team. Click the Link below to watch the video, and get ready to dance!

<https://drive.google.com/file/d/17NE8nZFgcxdbwjBUiPMpAArRnuS3XQxD/view?usp=sharing>

### Homeschool Back-To-School Orientation

Kris and Evan hosted two Back-to-School Orientations in August, and had over 60 families join each session.

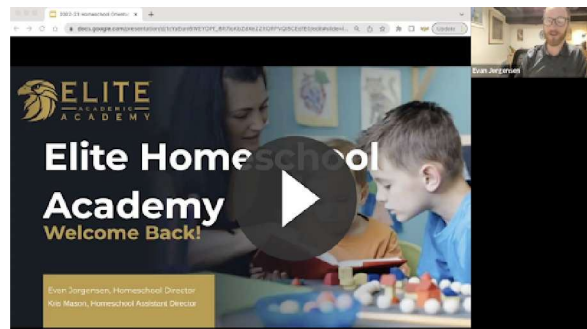
The Full Recording is available below for you to watch to get to know our Homeschool Academy!



### The Orientation covers:

- \* Overview of Homeschooling & Elite
- \* Your WHY Behind Homeschooling
- \* How does Homeschooling Work (What does it look like?)
- \* The Roles of the Parent, Student, and Elite Educator
  - \* Tips & Tricks in your Schedule
  - \* Monitoring Academic Progress
- \* Community Partners & Educational Funds
- \* School Calendars, Learning Periods, Master Agreements, Learning Logs
- \* Staying In The Loop & Student/Parent Resources (Elite Events, Field Trips, Communication, ParentSquare)
  - \* Career Technical Education (CTE) Overview
  - \* Student Highlights
- \* Brief Temporary Curriculum & Supplements

Click the picture above for the link to the recording, or [click this link](#). [Click here](#) for a copy of the slides used in the Orientation to follow along



### Elite Meet & Greet

Staff and families enjoyed the opportunity to meet in person for our Meet and Greet Events in 2 locations: San Diego Mission Bay and in Los Angeles at Griffith Park. It was a great kick off to the 2022-2023 school year!

### Homeschool Teachers & Staff: Meet The Team!

#### Admin & Leads

Evan Jorgensen, Homeschool Director

Kris Mason, Homeschool Assistant Director

Sarah Jaquette – Homeschool Lead Teacher

Paige Emm, Homeschool Lead Teacher

Summer Alexander, Homeschool Lead Teacher

Chelsie Wright, Homeschool Lead Teacher

Amanda Bobczynski, Elite Educator/MTSS &

Intervention Specialist

#### Tutors & Intervention

Erin Burhans, MTSS & Intervention Specialist

#### Elite Educators

Michelle Hilton, Homeschool Elite Educator

Dani Osmond, Homeschool Elite Educator

Carrie Richardson, Homeschool Elite Educator

Kath Gray, Homeschool Elite Educator

Maggie Matthias, Homeschool Elite Educator

Sandy Skal-Gerlock, Homeschool Elite Educator

Sarah Damianos, Homeschool Elite Educator

Shelley Diaz, Homeschool Elite Educator

Eric Shirley, Homeschool Elite Educator

Alexa Paul, Homeschool Elite Educator

Ayme Pankratz, Homeschool Elite Educator

Jenny Chambers, Homeschool Elite Educator

Jean Kim, Homeschool Elite Educator

Natasha Vasquez Tsalyuk, Homeschool Elite

Educator

Kylee Cleveland, Homeschool Elite Educator

Adam Chiles - Track A, Homeschool Elite

Educator

Rachelle Marcon, Homeschool Elite Educator

Stef Ciccarelli, Homeschool Elite Educator

Leslie DeMedicis, Homeschool Elite Educator

Gabriella "Gabby" Madero, Homeschool Elite

Educator

Lindsay Jones, Homeschool Elite Educator

Lauren Valdez, Homeschool Elite Educator

Suzanne Means, Homeschool Elite Educator

Cienamon Bailey, Homeschool Elite Educator

Theresa Rubio, Homeschool Elite Educator

Sarah Barkan, Homeschool Elite Educator





# Elite Virtual Academy



Director: Mr. Scott Michaelson

Assistant Director: Ms. Allison Watters

## Our Academy Mission

This school year, we are putting into place intentional systems that help streamline processes so teachers can focus on what is important—spending time supporting students!

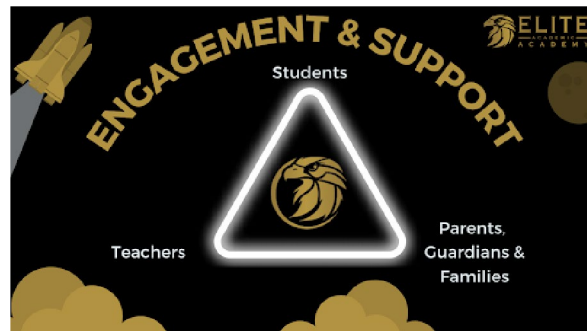
We are emphasizing a whole child approach, including:

- Academic Support Sessions - to give students targeted interventions, content area support, and help with the completion of assignments.
- Weekly Advisory Classes - to create communities of learners and provide Social-Emotional Learning opportunities.

Our Mission this year is to focus on Engagement and Support to help students SOAR.



We have initiatives that target Teachers, Parents/Guardians & Families, and all work towards lifting up Students!



## Enrollment

Enrollment in the Virtual Academy is growing! At the end of last school year, we had under 300 students. **As of today, we have over 400 students enrolled for Fall semester and we continue to invite more students from waitlists.** We are proud of our growth! It is a reflection of the special program we have created for students, and the relationships and connections our teachers have with families.

## Virtual Academy Introduction and Canvas Tutorial Course

Our Lead teachers have been hard at work this summer creating a Virtual Academy Introduction and Canvas Tutorial Course. This course has been designed to assist not only new students, but also serve as a refresher course for existing students. Because all of our courses are housed in the Canvas platform, it is imperative that students understand how to navigate and use the system. This course has four units: Expectations, Canvas, Google, Athletics/CTE/Enrichment Clubs. We are so excited to implement this course and are certain it will help students get off to a successful start to the school year!

## First Day of School Student Orientation

On the first day of school we held an Academy-wide assembly to kick off the school year and set students up for success! We showed students how to access their Gmail accounts, assist students with logging into Canvas, and answered any questions.

## Teacher Meetings and Professional Developments

All teachers returned on August 18th. In addition to Elite-wide professional development, we have been using Virtual Team meetings to build community, roll out new initiatives, and plan for the school year. The week before school started, teachers were holding Introductory Meetings with students and families to welcome them to the 2022/23 school year, choose courses, and give them the tools they need to be ready for the first day of school.

#BeElite

ELITE ACADEMIC ACADEMY



## What Our Students Have Been Up to This Summer

Our students have not only been busy in Track A this summer, they have also been visiting colleges. Check out one of our Virtual Academy students who visited San Jose State University this past month where she accepted an athletic scholarship for softball.



Jaime Glantz

## New Virtual Teacher of Record

We are excited to introduce Ms. Jaime Glantz as a new Virtual Teacher of Record.

Jaime Glantz is excited to be joining the Elite community. She has over 10 years of educational experience, including secondary teaching, academic advisement, and program coordination. She has served as English Language Arts Department Chair, Grade-Level Chair, and International Baccalaureate Middle Years Program Co-Coordinator. As a Teacher of Record, she is committed to supporting an exceptional educational program that provides personalized learning experiences and empowers students to achieve their academic and personal goals.



Flex Academy is excited to welcome three new teachers and one new instruction aide.

New TORs - Ariel Jabsheh, Danica Pearce, Janelle Sawelenko  
New Instructional Aide - Jessica Weeks



**Flex Academy Orientation**

Flex had 99 families attend the Flex Academy Orientation on 8/22/22.



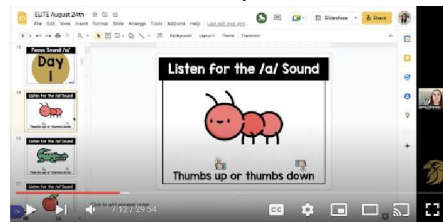
**Navigating Canvas Orientation**

Flex had approx. 45 families attend the Navigating Canvas Training on 8/23/22



**Early Literacy Parent Informational Session:**

Parents learned how to support their students at home with developing early literacy skills. To assist them with this, we created a letter/sound slide deck for parents to use at home with their students.



**Summer Projects**

**Middle School English:** Flex wrote three new middle school English courses with embedded novel studies, writing units, and grammar & vocabulary activities.

**New Novel Studies:** Flex wrote new novel studies this summer.

**FLEXperience:** Flex created a FLEXperience course. FLEXperience is a fun and interactive course that gives students a deeper understanding of concepts they are taught and increases their ability to solve real-life problems.

**Easy Breezy Math:** Flex created a Math Fluency and skills course. Students will meet twice a week for fact fluency and skills practice.

**Eagles Rock - Reading Stars Cohort:** Kinder students will get support twice a week in phonemic awareness, vocabulary and writing.

**Flex In-House Curriculum**

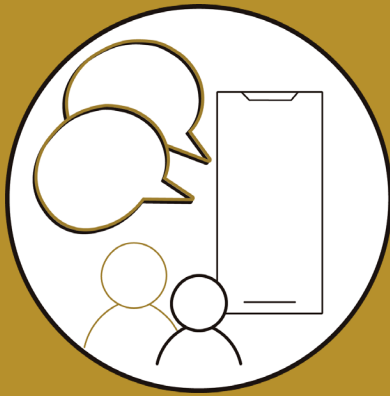
The community relations team shipped 364 curriculum boxes for Flex. Students will enjoy their Flex student planner, novel studies, FLEXperience kits, Accelerate Education workbooks and more!

Meet and Greet  
Flex teachers and students had a blast at Elite's Meet and Greet on 8/24/22. Thank you to all the teachers, parents and students who came out to support.





Leads: Mr. Nolan Smith and Ms. Rebecca Smith  
Chief Student Development Officer: Ms. Ashlea Kirkland- Haynes



More CTE - Marketing, Podcast and Sign Language news coming soon!




### CTE VAPA Dance is now at Elite Academic Academy!

Welcome our new CTE Dance teacher, Ms. Myshia LeBoss. Ms. LeBoss comes to Elite with a wealth of dance knowledge and experience. This year, Elite is offering a CTE VAPA Dance class for our middle and high school students! Intro to Dance and Beginning Dance will offer students the opportunity to learn foundational level techniques that will bridge into a Performing Arts VAPA pathway. We're so excited to get started!



**CHECK OUT OUR  
NEW VAPA  
DANCE  
COURSES!**



**Intro to Dance 1** for Grades 6-8

**Beginning Dance A** for grades 9-12  
5 elective VAPA units per semester

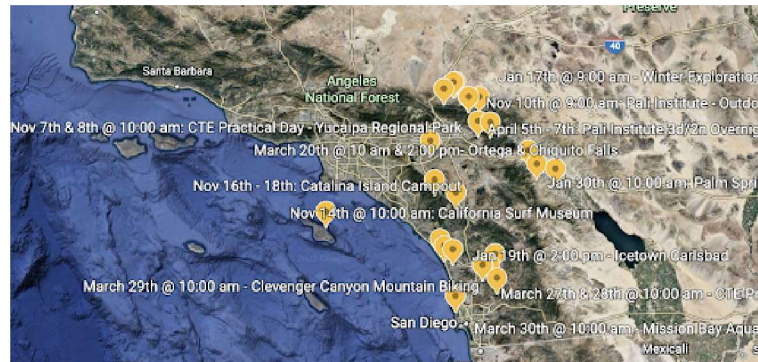
All courses are held virtually in addition to 1 hour live sessions Wednesday evenings!



### Adventure Academy

August was all about preparation for the 2022/2023 school year for the Adventure Academy. **Over 20 events have been planned for our families across Southern California and include a wide variety of activities; from hiking to mountain biking; fishing to ice skating; we have a ton in the works for our students this year!** These events fall under the Quest Crew, an enrichment club based within the Adventure Academy that is geared toward engaging youth with the natural world and generating interest in the CTE program. **An emphasis was placed on creating geographic equity for our families with a focus on events in the San Diego and Riverside County areas.** In addition to in-person events, the Adventure Academy has monthly virtual meetings called the WildSide. This year, the meetings are all animal-centric and will include a lesson about a particular species as well as frontloading students with the upcoming events in the following months.

On other fronts, curriculum writing was a focus this summer in the Adventure Academy. A new middle school CTE course, Natural Awareness is in the works and will debut this semester to open students' eyes to the wonders of the natural world. This course focuses on bringing students' awareness of nature as well as their self-awareness. **Topics of ecosystem observation, spacial awareness of the sun, moon, and stars, atmospheric understanding, and our own experiences and consciousness are all a part of the course.** Students use technology to help them detect differences, such as this personal microscope that functions with a smartphone. Foldscope is an affordable and effective way to show students the remarkable microscopic world that is hiding in the minutiae of nature; another way of bringing natural awareness to their attention.



^ An interactive Google Earth map was created to help our families find events that are near them.

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^ Foldscopes utilize the camera on a smartphone and magnifying optics to create images that are up to 140x.



Peak Performance & Ambassadors of Compassion Honor Event and Athletic Combine.  
**Peak Performance Academy athletic benchmarked 200+ Track A Students/Athletes to measure their athletic agility and provide exercises to increase their skill level.**



Chapman University Head Football Coach, Bob Owens, delivers words of encouragement to Peak Performance Athletes at our 1st Red Carpet Event.



Club Rush is coming up on September 20, 2022 and students are invited to join our athletic clubs!

- A) Golf
- B) Equestrian
- C) Tennis

Elite Athletic Dept. has already contacted 200+ of our New Elite Athletic Families. We have 8 New Athletic Community Partners Packages going out. Preparing to roll out our 8 County Elite CP Directory.

20 New NCAA Bound Students/Athletes who hope to follow Alexis Toner, our outstanding Senior student-athlete who just received a scholarship to San Jose State for Softball, and secure an NCAA Scholarship.



# Student Support Services: *Special Education and Counseling*

Lead(s): Ms. Nicole Lively M. Ed., M.A, Dr. Jen Edick, Ms. Citlalli Rodriguez, M.S.  
Chief Academic Innovations Officer: Dr. Laura Spencer

## Special Education

August has been busy in Special Education. We have designed a Tactical Plan with a focus on the areas of collaboration, curriculum, professional development, and post-high school transition. The new Special Education Staff have been completing onboarding and all of the service providers are ready to start serving the students!

**159 Special Education Students Attended Track A and ESY  
99 IEP Meetings held throughout July and August**

The Special Education Department has been calling to welcome each new Special Education family to Elite!

## Counseling

430+ high school students received individualized course recommendations totaling over 5000 courses with specific tailored recommendations for students in SPED and who are English Language Learners 25 new alternative graduation path students have been identified and are now on track to graduate!

### **Welcome to our new counselor, Citlalli Ramirez**

She comes highly recommended from another charter school, and brings unique experiences to our students:

“Hi! My name is Citlalli Ramirez. It is an honor to be a School Counselor at Elite. I am so excited to collaborate with the entire team and equip our students with tools for success!”



### Accomplishments:

Citlalli and Nicole provided PD to staff during our PD week  
The school counselors were an active part of the MTSS team all summer, gearing up for a great year of interventions and support!

**One department,  
lots of services!**



**Welcome to the  
22/23 School Year!**

EAA Counseling Services  
Nicole Lively, M.Ed., MA., APCC  
Citlalli Ramirez, M.S., AMFT  
School Counselors





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

What we do...  
 Social Emotional Support  
 Community/Educator/Student Engagement  
 Academic Support  
 Assessment and Data



# Elite Student Support Services: Schoolwide Systems & Technology

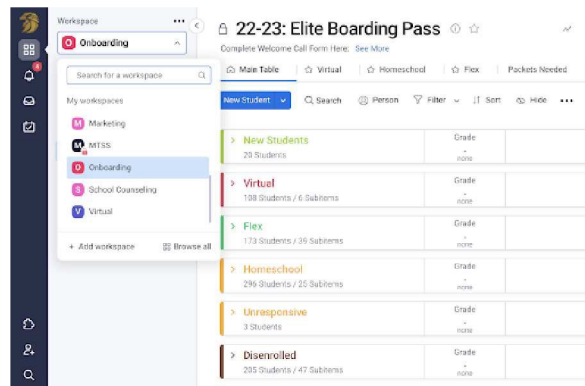
Lead(s): Michelle Wood and Christopher Waithe  
 Chief Academic Innovations Officer: Dr. Laura Spencer

## IT Department

The IT Department has been hard at work, updating Chromebooks and adding new devices to our management systems, updating our system platforms, and swapping out outdated office equipment for staff to work efficiently and effectively.

## Onboarding Process Transitioned to Academies

During the month of August, the summer onboarding process was transitioned to the academy directors. This involved restructuring the summer onboarding board/process and providing upfront and ongoing training to each academy. Job aides and step by steps were created to aide in this.



## Department Tactical Planning

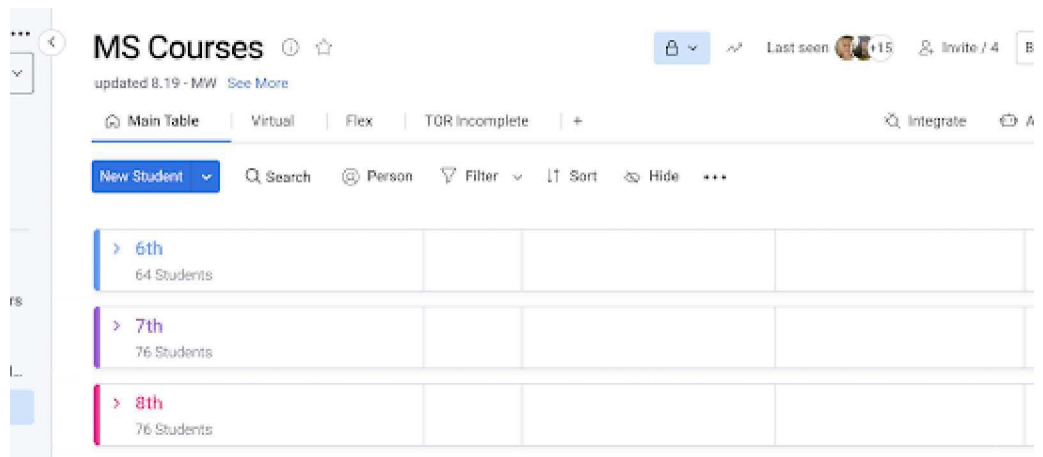
Continued with the process of department tactical planning. Utilizing tools to help keep the ongoing process organized and easily accessible, through the creation of Linktrees, department shared folders and 8 monday.com boards.

## Moonshot Planning

Provided leadership to moonshot planning teams while they worked on their Step 1: Needs Finding. Met with team leads individually to assist with the development of a participant survey to decide who to survey, survey questions including a template for conducting interviews, and other organizational tools to keep the process consistent amongst the teams.

## MS & HS Course Selection Process

Assisted leadership with the development of Middle School & High School course selection process. Using an existing HS Course Recommendation board, we added option columns and adjusted board security/permissions to accommodate 15 TOR's with course selections for approximately 500 students. For Middle School, we created a board that would prefill the academy specific courses for over 200 middle school students and 22 Teachers.





# Elite Student Support Services: Curriculum Team Department

Lead: Ms. Marisa Thompson  
Chief Academic Innovations Officer: Dr. Laura Spencer



This month has been a busy month preparing for the Fall 2022 term. In order to provide more cohesive academic support for all students, content teachers met with the MTSS team to discuss ways in which they can collaborate more effectively. We used Jamboard to brainstorm different ways to encourage students to attend Learning Labs with Academic Coaches while also reaching out to Content Teachers for specific course assistance.



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

We are also excited to introduce Canvas Studio this year, which allows teachers to see detailed analytics on all videos uploaded to their courses, as well as embed comprehension questions during the video to help students better understand the course materials. Not only are we using this in Canvas courses for students, but we are exploring its use for self-paced professional learning, such as Compliance training courses.



What we do...  
Social Emotional Support  
Community/Educator/Student Engagement  
Academic Support  
Assessment and Data

Flex Academy is using a new Canvas experience this Fall called Canvas for Elementary. This provides students with a streamlined Homeroom course that provides all grades, due dates, and announcements in one central location. For students in K-8 and their parents, this should reduce confusion and anxiety towards online learning.

## Welcome, Snoopy Dog!

🏠 **Homeroom**    📅 Schedule    📁 Resources

My Subjects

**FLEX MATH 5A ALVAREZ**

☰ Nothing due today

**FLEXPERIENCE**

☰ Nothing due today





# Elite Student Support Services Department: MTSS and Accountability

Leads: Mrs. Karen Makkai, Ms. Antonette Sims  
Director: Dr. Laura Spencer



### Who we are...

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

### What we do...

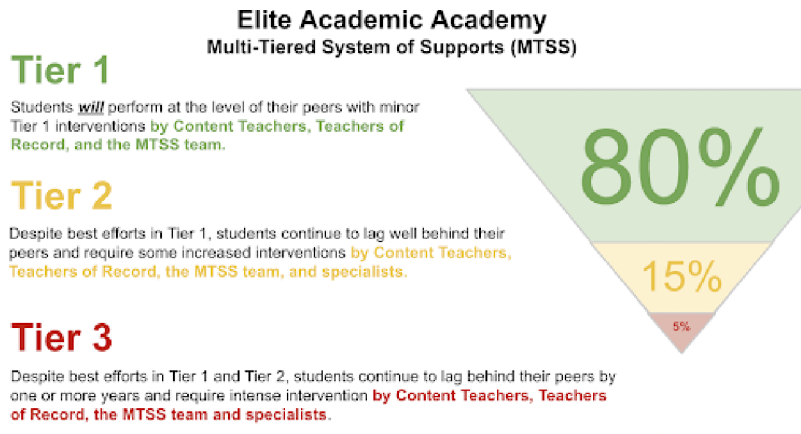
Social Emotional Support  
Community/Educator/Student Engagement  
Academic Support  
Assessment and Data

### Assessment and Accountability Department

- Onboarding proctored 196 new student iReady Math and Reading diagnostics. Reached out to 787 New Families; 506 families completed Welcome Box order form; 523 responded to welcome survey, assisted school counselor in collecting over 25 missing high school transcripts
- Developed a new Fall Onboarding process so that Academy Directors can continue to onboard new families and students as they enroll throughout the year.
- Collaborated with Academy Directors, Content Teachers and Lead TORs to develop upcoming Learning Labs for students who have not mastered foundation reading and/or math skills.
- Created new Assessment Monday board to track new and returning student tasks and assessment results
- Set up TOMS and prepared training for Initial ELPAC proctors
- Viewed preliminary CAASPP results for accuracy
- Collaborated with Homeschool TOR to complete new teacher iReady training
- Prepared teacher and admin iReady and EasyCBM accounts

### MTSS Department

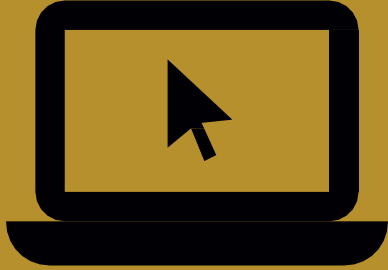
We have held four different Multi-Tiered System of Supports (MTSS) Professional Developments this month going over our new systems to ensure all Elite students' needs are being met. We have many more planned throughout the school year. **Teachers, Leads and Directors have been trained on our three-tiered system of support. This system is a layer of support that adds on to one another and provides every student opportunities to succeed in school.** The MTSS team will be attending academy meetings to provide Tier 1 intervention ideas and answer questions since Tier 1 support is for all of our Elite students. We will be holding separate meetings with appropriate team members for Tier 2 and Tier 3 support. Our goal this school year is that only 15% of our Elite students fall within Tier 2 and 5% of our Elite students fall within Tier 3.



Elite was awarded a grant to help with the cost of Professional Development throughout the school year to ensure we have a solid MTSS foundation for our students. Our overall focus this year is:



We have many hands to lift our students up and ensure they find success in school.



### Engagement

Our top virtual event in August was our Cooking Event with Chef Trenay! We had students and family members cooking a recipe alongside our host.



We had a total of 374 Elite students and family members sign up to attend our Meet and Greet events in Griffith Park and Mission Bay.

### Social Media Reach – July 27 - August 23, 2022

80.7k Facebook Page Reach

39.3k Instagram Page Reach

60 New FB Page Likes

\*118 New IG Followers\*

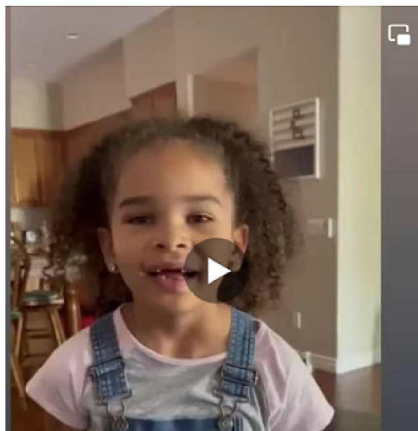
3.51k Facebook Post Engagement

### Social Media

Top two social media posts from July 27 - August 23, 2022

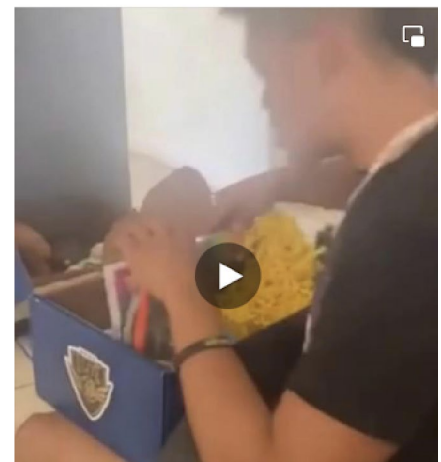
 **Elite Academic Academy** Posted by HeroPost 1d · 🌐 ⋮

Dakota is excited about our field trips this year and getting to hang out with her teacher! What are YOU most excited about this school year? Tag us in your post or write in the comments below! [#fieldtrips](#) [#BeElite](#)






 **Elite Academic Academy** Posted by HeroPost Aug 11 · 🌐 ⋮

The final perk for our Peak Performance Athletes was an enrichment box filled with swag and goodies! Shout out to our Community Relations te... See more



# Elite Accomplishment Summary

- 
 With a focus on **Shared leadership, department** tactical plan goals and objectives are driving positive change across the organization.
- 
 With a focus on **Student Work and Data**, we are getting the beginning of the year benchmark assessment completed so we can measure individual growth.
- 
 With a focus on **Families and Communities**, we are offering an even greater amount of in-person events this year to promote community and build relationships.

## Grade Span Track A/B (Projected Enrollment)



TK-3	→	286
4-6	→	194
7-8	→	119
9-12	→	188
<b>Total</b>		<b>787</b>

\* As of 08/26/2022

### Goals For September

- We look forward to holding **drafting our level 1 Marzano Certification**.
- We look forward to welcoming all new families and holding **4 Parent Empowerment Workshops**.
- We are **updating our website** to keep it up to date and ahead of the competition.





# Elite Academic Academy - Mountain Empire

Join Zoom Meeting

[https://eliteacademic.zoom.us/j/94339322461?](https://eliteacademic.zoom.us/j/94339322461?pwd=dVJiSVBTbTNleGZobGduSk1NZINyZz09)

pwd=dVJiSVBTbTNleGZobGduSk1NZINyZz09 Meeting ID:

943 3932 2461 Passcode: 517181 One tap mobile

+16699009128,,94339322461#,,,,\*517181# US (San Jose)

August 4, 2022 at 10:00 am

43414 Business Park Drive, Temecula, CA 92590



## Elite Academic Academy - Mountain Empire -August 4, 2022

### Elite Academic Academy - Mountain Empire

#### Meeting Location

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

Time: 10:01 a.m.

#### 1.0 Call To Order

Roll Call:

Morgen Oelckers, Patrick Keeley, Ronnie Jackson  
**Present**      **Not Present**      **Present**

Morgen Ronnie

Motion: Second:

Vote: **Morgen; Aye, Ronnie; Aye.**  
**Item Carries 2-0.**

#### 2.0 Approve/Adopt the Agenda

It is recommended the Board of Directors adopt as presented the agenda for the Board Meeting of August 4, 2022.

#### 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: 10:02 a.m.

#### 6.0 Pledge Of Allegiance

Led By: **Ronnie Jackson**

#### 7.0 Open Session

#### 8.0 Public Comment

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

to the meeting.

## 9.0 General Functions

### 9.1 Informational Items

#### A. CEO Report

Elite-Mountain Empire CEO Report June,July 2022.pdf

### 9.2 Consent Agenda

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

#### A. Meeting Minutes from June 16, 2022

EAA-ME 06.16.2022.pdf

#### B. Warrant Register

WarrantRegisterME\_June\_2122.pdf

#### C. New Instructional Materials Community Partners

Elite Academic Instructional Service Community Partner\_July\_2022 - VCI Community Partners.pdf

#### D. New Educational Materials Community Partners

Elite Academic Educational Materials Partner\_July\_2022.xlsx - EM Partners.pdf

#### E. Curriculum Vendors 2022-23

ALEKS\_150\_EliteAcademic.7.8.22.pdf

BrainPOP\_Renewal\_Quote.pdf

Q-517748.3\_-\_CA-\_Elite\_Academic\_Academy.pdf

Rosetta\_Stone\_Elite\_Contract.pdf

ZINGY\_22\_23\_EliteAcademy.pdf

## 10.0 Personnel Services

\*\* Items 10.1 - 10.4 were opened together. A vote was taken for each item separately.

Motion: Morgen  
Second: Ronnie

### 10.1 Temporary Certificated Hires

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

22230382

22230377

22230373

22230386

### 10.2 Temporary Classified Hires

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

22230311

### 10.3 Classified Hires

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

22230388

### 10.4 Employee Changes of Relationship

It is recommended that the board ratify the following Employee

Morgen Ronnie

Motion: Second:

Vote: Morgen; Aye, Ronnie; Aye.  
Item Carries 2-0.

Morgen Ronnie

Motion: Second:

Vote: Morgen; Aye, Ronnie; Aye.  
Item Carries 2-0.

Morgen Ronnie

Motion: Second:

Vote: Morgen; Aye, Ronnie; Aye.  
Item Carries 2-0.

Morgen Ronnie

Motion: Second:

Vote: Morgen; Aye, Ronnie; Aye.  
Item Carries 2-0.

Morgen Ronnie

Motion: Second:

Vote: Morgen; Aye, Ronnie; Aye.  
Item Carries 2-0.

Changes of Relationship for Elite Academic Academy - Mountain Empire.

22230207

**\*\* Items 10.5 - 10.6 were opened together. A vote was taken for each item separately.**

**Motion: Morgen  
Second: Ronnie**

### 10.5 Temporary Employee Contract Addendums

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

22230355

22230260

22230242

22230373

22230367

22230306

22230386

22230243

22230377.pdf

### 10.6 Temporary Employee Release and Resignations

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

22230386.pdf

## 11.0 Business Services

### 11.1 State of Emergency Policy

The Board will review and consider approval of a proposed resolution finding that the proclamation of a state of emergency continues and that local health officials have continued to recommend measures to promote social distancing such that meeting in person would present an imminent risk to the health or safety of the attendees and that, therefore, the Board of Directors will continue to meet remotely in order to ensure the health and safety of attendees.

ME-Resolution recognizing a state of emergency and authorizing teleconferenced meetings pursuant to AB 361.pdf

### 11.2 CSDC Staff Conference Registration

It is recommended that the board ratify the following CSDC Staff Conference Registration for Elite Academic Academy-Mountain Empire.

CSDC Conference Registration

### 11.3 Hatch and Cesario Contract for 22-24

It is recommended that the board approve the following Hatch and Cesario Contract for 22-24 Elite Academic Academy-Mountain Empire.

2022-2024 ELITE ACADEMIC ACADEMY - MOUNTAIN EMPIRE Hatch and Cesario.pdf

## 12.0 Educational Services/Policy Development

### 12.1 Injury and Illness Prevention Plans (IIPP) 22-23

It is recommended that the board approve the following Injury and Illness Prevention Plans (IIPP) 22-23 for Elite Academic Academy-Mountain Empire.

EAA-ME Covid Protection Plan 22-23.pdf

Morgen Ronnie

Motion: Second:

Vote: **Morgen; Aye, Ronnie; Aye.**  
**Item Carries 2-0.**

Morgen Ronnie

Motion: Second:

Vote: **Morgen; Aye, Ronnie; Aye.**  
**Item Carries 2-0.**

Morgen Ronnie

Motion: Second:

Vote: **Morgen; Aye, Ronnie; Aye.**  
**Item Carries 2-0.**

Morgen Ronnie

Motion: Second:

Vote: **Morgen; Aye, Ronnie; Aye.**  
**Item Carries 2-0.**

Morgen Ronnie

Motion: Second:

Vote: **Morgen; Aye, Ronnie; Aye.**  
**Item Carries 2-0.**

Morgen Ronnie

Motion: Second:

Vote: **Morgen; Aye, Ronnie; Aye.**  
**Item Carries 2-0.**

IIPP Elite Mountain 2022-23(pending approval).pdf

12.2 Edmentum Proposal 22-23

It is recommended that the board approve the following Edmentum Proposal for 22-23 for Elite Academic Academy - Mountain Empire.

Q-452979 Elite Edmentum Performa INVOICE 22\_23 v2 (1).pdf

12.3 Special Education Master Vendor Contracts 22-23

It is recommended that the board approve the following Special Education Master Vendor Contracts 22-23 for Elite Academic Academy - Mountain Empire.

McColgan\_signed2022-2023 MEMaster-Contract.pdf

SLG\_signed2022-2023 MEMaster-Contract.pdf

STS\_signed 2022-2023 ME Master-Contract.pdf

TSW\_signed2022-2023 MEMaster-Contract.pdf

12.4 Parent Student Handbook 22-23

It is recommended that the board approve the following 22-23 Parent Student Handbook for Elite Academic Academy - Mountain Empire.

22\_23 Elite Parent\_Student Handbook(pending board approval).pdf

12.5 Accelerate Education Quote 22-23

It is recommended that the board approve the following Accelerate Education Quote 22-23 for Elite Academic Academy - Lucerne. \*

Accelerate Education Quote 22-23.pdf

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 September 1, 2022 at 10:00 am.

15.0 Board Comments and Future Planning

16.0 Adjournment

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

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

Morgen Ronnie

Motion: Second:

Vote: Morgen; Aye, Ronnie; Aye.  
Item Carries 2-0.

Morgen Ronnie

Motion: Second:

Vote: Morgen; Aye, Ronnie; Aye.  
Item Carries 2-0.

Morgen Ronnie

Motion: Second:

Vote: Morgen; Aye, Ronnie; Aye.  
Item Carries 2-0.

Morgen Ronnie

Motion: Second:

Vote: Morgen; Aye, Ronnie; Aye.  
Item Carries 2-0.

Morgen Ronnie

Motion: Second:

Vote: Morgen; Aye, Ronnie; Aye.  
Item Carries 2-0.

Staff Present:

- Meghan Freeman
- Tracy Hasper
- Catherine Heredia
- Gena Altamirano
- Dr. Laura Spencer
- Ashlea Kirkland
- Jen Edick
- Adam Woodard
- Kris Mason
- Allison Watters
- Scott Michaelson
- Misty Cervantes
- Karen Makkai
- Evan Jorgensen
- Teresa Schaffer
- Monique Waithe
- Antonette Sims

\* Moved to amend to Elite Academic Academy - Mountain Empire.

Motion: Morgen

Second: Ronnie

Vote: Morgen, Aye, Ronnie; Aye.

Item Carries 2-0.

Time: 10:30 a.m.



## Elite Academic Academy - Mountain Empire

Date	Vendor Name	Account Name	Ref Number	Amount
7/2/2022	ULINE *SHIP SUPPLIES	Postage & Delivery - Educational	Credit Card 0348	-\$3,327.75
7/2/2022	ULINE *SHIP SUPPLIES	Postage & Delivery - Educational	Credit Card 0348	\$1,957.80
7/5/2022	Wildomar Valley Wood Products, Inc.,	Rent - Facilities Lease	07Jul2022Lease	\$2,633.50
7/6/2022	Guardian	Health Insurance	007Jul2022	\$2,080.35
7/6/2022	Anthem Blue Cross	Prepaid Expense	202206925908	\$9,730.72
7/6/2022	Pioneer Nashville II, LLC	Prepaid Rent	007Jul22STE130	\$1,030.50
7/7/2022	Lauren Hernandez	Educational Services	HER061322a	\$340.81
7/7/2022	Lauren Hernandez	Educational Services	HER061322	\$342.75
7/11/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals &	1VVD-J4DM-KHDY	\$46.46
7/11/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals &	1NV7-H4YX-KFVN	\$47.54
7/11/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals &	1P19-TQN7-JFK3	\$46.89
7/11/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals &	1VVD-J4DM-TKJY	\$46.46
7/11/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals &	1LHW-FYGV-R1FF	\$43.12
7/11/2022	Money Munchkids	Approved Core Curriculum, Teacher Manuals &	1295	\$87.60
7/11/2022	Natalie Neal	Approved Core Curriculum, Teacher Manuals &	NEA061622	\$205.16
7/11/2022	Renee Hilly	Approved Core Curriculum, Teacher Manuals &	HIL061322a	\$269.95
7/11/2022	Renee Hilly	Approved Core Curriculum, Teacher Manuals &	HIL061722	\$299.95
7/11/2022	Shelley Wright	Approved Core Curriculum, Teacher Manuals &	WRI062122a	\$37.50
7/11/2022	Vietson Vietson	Approved Core Curriculum, Teacher Manuals &	VIE061622	\$176.00
7/11/2022	Damian Potrero Rosas	Business Services	EAA13	\$215.00
7/11/2022	Pitney Bowes Global Financial Services	Business Services	3105570579	\$179.29
7/11/2022	Akane Halper	Core Teaching/Student Supplies	HAL062222	\$144.00
7/11/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1KWT-9DJ7-LT36	\$671.10
7/11/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1QNQ-7T1T-11DT	\$464.63
7/11/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1LG6-117Y-H7HJ	\$258.12
7/11/2022	Mimeo.com, Inc	Core Teaching/Student Supplies	1829218	\$20.79
7/11/2022	Shelley Wright	Core Teaching/Student Supplies	WRI062122a	\$14.93
7/11/2022	Tranhoai Nguyen	Core Teaching/Student Supplies	NGU060922a	\$40.45
7/11/2022	Tranhoai Nguyen	Core Teaching/Student Supplies	NGU060922b	\$53.86
7/11/2022	Tranhoai Nguyen	Core Teaching/Student Supplies	NGU060922d	\$43.09
7/11/2022	Tranhoai Nguyen	Core Teaching/Student Supplies	NGU060922	\$15.07
7/11/2022	Tranhoai Nguyen	Core Teaching/Student Supplies	NGU060922c	\$53.84
7/11/2022	Aerial Theory	Educational Services	525527170	\$160.00
7/11/2022	Aerial Theory	Educational Services	525527131	\$370.00

## Elite Academic Academy - Mountain Empire

7/11/2022	Akane Halper	Educational Services	HAL062022	\$737.00
7/11/2022	Alexander Runk	Educational Services	RUN061522	\$235.00
7/11/2022	Alexis Butler	Educational Services	BUT061622	\$247.00
7/11/2022	Alicia Topping	Educational Services	TOP061022c	\$52.00
7/11/2022	Alicia Topping	Educational Services	TOP061022b	\$163.00
7/11/2022	Alicia Topping	Educational Services	TOP061022	\$52.00
7/11/2022	Alicia Topping	Educational Services	TOP061022a	\$145.00
7/11/2022	Amber Pich	Educational Services	525527201	\$385.00
7/11/2022	Amy Enger	Educational Services	ENG061322a	\$180.00
7/11/2022	Amy Enger	Educational Services	ENG061322	\$180.00
7/11/2022	Andrew Lovasz	Educational Services	LOV061522a	\$140.00
7/11/2022	Andrew Lovasz	Educational Services	LOV061522b	\$140.00
7/11/2022	Andrew Lovasz	Educational Services	LOV061522	\$180.00
7/11/2022	Candace Nielson	Educational Services	NIE062022	\$100.00
7/11/2022	Candace Nielson	Educational Services	NIE062022a	\$155.00
7/11/2022	Caroline Beus	Educational Services	525527188	\$140.00
7/11/2022	Caroline Beus	Educational Services	525527823	\$385.00
7/11/2022	Cece's Artistic Touch	Educational Services	525527032	\$25.00
7/11/2022	Cece's Artistic Touch	Educational Services	525527192	\$75.00
7/11/2022	Cherylyn Pasetto	Educational Services	PAS061022	\$237.00
7/11/2022	Christa Hastie	Educational Services	HAS062022	\$576.00
7/11/2022	Christina Saenz	Educational Services	SAE061522	\$203.00
7/11/2022	Coastal Music Studios	Educational Services	525527491	\$200.00
7/11/2022	Company Success Management	Educational Services	525527134	\$80.00
7/11/2022	Dana Dejesa	Educational Services	DEJ062022a	\$142.00
7/11/2022	Dana Dejesa	Educational Services	DEJ062022	\$142.00
7/11/2022	Dana Weiss	Educational Services	WEI061322	\$2,540.78
7/11/2022	Deana Tuniyants	Educational Services	TUN060922a	\$284.00
7/11/2022	Deana Tuniyants	Educational Services	TUN060922	\$93.00
7/11/2022	Deana Tuniyants	Educational Services	TUN061022	\$186.00
7/11/2022	Deanna Westedt_	Educational Services	ELITE03	\$200.00
7/11/2022	Edna Vazquez	Educational Services	VAZ061622	\$225.00
7/11/2022	Edward Walker	Educational Services	WAL061022a	\$72.00
7/11/2022	Edward Walker	Educational Services	WAL061022	\$72.00
7/11/2022	Elaine Huffman	Educational Services	HUF061522	\$66.00

## Elite Academic Academy - Mountain Empire

7/11/2022	Emily Solano	Educational Services	SOL061022	\$396.25
7/11/2022	Emily Solano	Educational Services	SOL061322a	\$386.25
7/11/2022	Emily Solano	Educational Services	SOL061322	\$386.26
7/11/2022	Erika Dylke	Educational Services	DYL061022	\$300.00
7/11/2022	Freedom in Motion Inc.	Educational Services	525527511	\$360.00
7/11/2022	Gymninny Kids Inc	Educational Services	525527152	\$50.00
7/11/2022	HOPE Vision Center	Educational Services	357	\$3,500.00
7/11/2022	Hilbert LLC dba Sylvan La Mesa	Educational Services	525527203	\$114.00
7/11/2022	Jamie Miller	Educational Services	MIL061622b	\$350.00
7/11/2022	Jamie Miller	Educational Services	MIL061622	\$500.00
7/11/2022	Jamie Miller	Educational Services	MIL061622c	\$350.00
7/11/2022	Jamie Miller	Educational Services	MIL061622a	\$500.00
7/11/2022	Jeffrey Johnson	Educational Services	525527250	\$54.00
7/11/2022	Jessica Fairchild	Educational Services	FAI061022a	\$115.00
7/11/2022	Jessica Fairchild	Educational Services	FAI061022	\$80.00
7/11/2022	Jessica Fairchild	Educational Services	FAI061722	\$592.05
7/11/2022	Julia Amonette-Hinke	Educational Services	525527244	\$300.00
7/11/2022	Linda McDonald	Educational Services	MCD061622	\$288.00
7/11/2022	Marcelle Caratti	Educational Services	525527138	\$50.00
7/11/2022	Marsha Venegas	Educational Services	VEN061722	\$345.00
7/11/2022	Megan Thornton-Russell	Educational Services	THO061822	\$54.75
7/11/2022	Melissa Cole	Educational Services	525527133	\$225.00
7/11/2022	Melissa Punch	Educational Services	PUN060922d	\$154.00
7/11/2022	Melissa Punch	Educational Services	PUN060922a	\$55.00
7/11/2022	Melissa Punch	Educational Services	PUN060922b	\$55.00
7/11/2022	Melissa Punch	Educational Services	PUN060922	\$55.00
7/11/2022	Melissa Punch	Educational Services	PUN060922e	\$48.00
7/11/2022	Melissa Punch	Educational Services	PUN060922c	\$55.00
7/11/2022	Monart School of Art	Educational Services	525527198	\$160.00
7/11/2022	Murrieta Academy of Music and Perfo	Educational Services	525527151	\$152.00
7/11/2022	Natalia Martinez	Educational Services	MAR061522	\$360.00
7/11/2022	Natalie Neal	Educational Services	NEA061022e	\$92.00
7/11/2022	Natalie Neal	Educational Services	NEA061022	\$143.71
7/11/2022	Natalie Neal	Educational Services	NEA061022a	\$862.26
7/11/2022	Natalie Neal	Educational Services	NEA061022c	\$122.00

## Elite Academic Academy - Mountain Empire

7/11/2022	Natalie Neal	Educational Services	NEA061022b	\$143.71
7/11/2022	Natalie Neal	Educational Services	NEA061022d	\$92.00
7/11/2022	Natalie Neal	Educational Services	NEA061722a	\$143.71
7/11/2022	Natalie Neal	Educational Services	NEA061722	\$143.71
7/11/2022	Natalie Neal	Educational Services	NEA061722b	\$862.26
7/11/2022	Natalie Neal	Educational Services	NEA061722c	\$143.71
7/11/2022	Nichole Booth	Educational Services	BOO061722	\$449.00
7/11/2022	Noah Jerge	Educational Services	525527040	\$60.00
7/11/2022	Olivia Nelson	Educational Services	NEL061622	\$52.00
7/11/2022	Olivia Nelson	Educational Services	NEL061622a	\$52.00
7/11/2022	Renee Hilly	Educational Services	HIL061322	\$427.00
7/11/2022	Sandra Blattler	Educational Services	BLA061522	\$393.00
7/11/2022	Sara Krause-Whyte	Educational Services	525527055	\$1,296.25
7/11/2022	Shannon Bryan	Educational Services	BRY062022	\$750.00
7/11/2022	Shelley Wright	Educational Services	WRI061722a	\$140.00
7/11/2022	Shelley Wright	Educational Services	WRI061722	\$180.00
7/11/2022	Shelley Wright	Educational Services	WRI061722b	\$140.00
7/11/2022	Shelley Wright	Educational Services	WRI061722c	\$140.00
7/11/2022	Shelley Wright	Educational Services	WRI062122	\$140.00
7/11/2022	Shelley Wright	Educational Services	WRI062222	\$47.15
7/11/2022	Shelley Wright	Educational Services	WRI062222a	\$47.15
7/11/2022	Siamak Asasi	Educational Services	ASA061722	\$300.00
7/11/2022	Siamak Asasi	Educational Services	ASA061722a	\$240.00
7/11/2022	Siamak Asasi	Educational Services	ASA062022c	\$732.00
7/11/2022	Siamak Asasi	Educational Services	ASA062022b	\$120.00
7/11/2022	Siamak Asasi	Educational Services	ASA062022a	\$180.00
7/11/2022	Siamak Asasi	Educational Services	ASA062022	\$240.00
7/11/2022	Sonya Rosenberg	Educational Services	525527047	\$480.00
7/11/2022	Sonya Rosenberg	Educational Services	525527202	\$240.00
7/11/2022	Steffani Clark-Jijon	Educational Services	525527135	\$195.00
7/11/2022	Susan Zaugg	Educational Services	ZAU061022a	\$98.55
7/11/2022	Susan Zaugg	Educational Services	ZAU061022	\$313.50
7/11/2022	Susan Zaugg	Educational Services	ZAU061322b	\$403.20
7/11/2022	Susan Zaugg	Educational Services	ZAU061322a	\$403.20
7/11/2022	Susan Zaugg	Educational Services	ZAU061322	\$195.00

## Elite Academic Academy - Mountain Empire

7/11/2022	Susan Zaugg	Educational Services	ZAU061322c	\$89.60
7/11/2022	The Whole Child Learning Company	Educational Services	525526810	\$300.00
7/11/2022	Touch-It Productions	Educational Services	525527196	\$1,050.00
7/11/2022	Tutoring by Patty Orlaski LLC	Educational Services	525527206	\$450.00
7/11/2022	Vivian Chang	Educational Services	CHA061522b	\$141.88
7/11/2022	Vivian Chang	Educational Services	CHA061522a	\$154.00
7/11/2022	Vivian Chang	Educational Services	CHA061522	\$111.00
7/11/2022	Hatch & Cesario, Attorneys-at-Law	Legal Fees	14379	\$1,240.00
7/11/2022	FlipSwitch Marketing LLC	Marketing	INVM333	\$12,200.00
7/11/2022	Staples Business Credit	Materials & Supplies - Office	7359102201-0-2	\$70.60
7/11/2022	Staples Business Credit	Materials & Supplies - Office	7359102201-0-1	\$45.66
7/11/2022	Marzano Resources	Professional Development	M213263	\$1,165.00
7/11/2022	McColgan & Associates, Inc.	Special Education Services	4638	\$17,395.23
7/11/2022	Specialized Therapy Services, Inc.	Special Education Services	ELAA02-0522	\$1,066.25
7/11/2022	TSW Therapy, Inc.	Special Education Services	1162	\$10,333.75
7/11/2022	TSW Therapy, Inc.	Special Education Services	1164	\$906.25
7/11/2022	TSW Therapy, Inc.	Special Education Services	1163	\$11,175.00
7/11/2022	AGiRepair, Inc.	Technology Services & Software - Educational	22562	\$119.00
7/11/2022	AGiRepair, Inc.	Technology Services & Software - Educational	24368	\$119.00
7/11/2022	Instructure, Inc.	Technology Services & Software - Educational	INV383044	\$810.00
7/11/2022	Southern California Edison	Utilities - Gas/Electric/Water	006JunSCE2022ME	\$129.22
7/13/2022	Nearpod Inc.	Approved Core Curriculum, Teacher Manuals &	INV52939	\$4,343.75
7/14/2022	Sharon Brown	Educational Services	BRO063022	\$240.00
7/14/2022	Jennifer Edick	Special Education Services	EDI062322	\$605.12
7/14/2022	Marsh & McLennan Agency, LLC	Workers Compensation	1933332	\$714.00
7/14/2022	Marsh & McLennan Agency, LLC	Workers Compensation	1925824	\$4,578.11
7/16/2022	MAILCHIMP *MISC	Technology Services & Software - Business	Credit Card 0348	\$59.00
7/19/2022	Aflac	Health Insurance	898632	\$509.17
7/19/2022	SHRED AND GO	Business Services	Credit Card 0348	\$500.00
7/20/2022	Institute for Excellence in Writing	Approved Core Curriculum, Teacher Manuals &	372395	\$26.47
7/20/2022	Mimeo.com, Inc	Approved Core Curriculum, Teacher Manuals &	1832428	\$5,623.61
7/20/2022	Valley Office Equipment	Copier Lease, Service, Toner & Repair	IN2206-1801	\$27.16
7/20/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1YP6-K16N-4WWT	\$117.05
7/20/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1LDJ-GT9P-3NCM	\$276.84
7/20/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1K3Y-YWKJ-KL79	\$193.95

## Elite Academic Academy - Mountain Empire

7/20/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1HVQ-KLKW-RYWG	\$791.57
7/20/2022	Candace Nielson	Core Teaching/Student Supplies	NIE062922	\$180.00
7/20/2022	Candace Nielson	Core Teaching/Student Supplies	NIE062922a	\$144.00
7/20/2022	Uline	Core Teaching/Student Supplies	150584165	\$3,055.41
7/20/2022	ATH Academy	Educational Services	5	\$8,800.00
7/20/2022	Akane Halper	Educational Services	HAL062322	\$424.00
7/20/2022	Amy Helfrich	Educational Services	HEL062922	\$2,532.00
7/20/2022	Angela Froistad	Educational Services	FRO062322	\$69.00
7/20/2022	Ashley Jordan	Educational Services	JOR062422	\$240.00
7/20/2022	Ashley Jordan	Educational Services	JOR062422a	\$480.00
7/20/2022	Candace Nielson	Educational Services	NIE062322	\$50.00
7/20/2022	Candace Nielson	Educational Services	NIE062422	\$145.00
7/20/2022	Cheryl McCormick	Educational Services	3	\$600.00
7/20/2022	Cheryl McCormick	Educational Services	4	\$600.00
7/20/2022	Christa Hastie	Educational Services	HAS062722	\$292.50
7/20/2022	Christine Wallace	Educational Services	WAL062722	\$1,028.93
7/20/2022	Christine Wallace	Educational Services	WAL062722a	\$200.00
7/20/2022	Desert Baseball Network	Educational Services	525528034	\$425.00
7/20/2022	Elite Spirit Cheer	Educational Services	101	\$48,320.00
7/20/2022	Katie Deuth	Educational Services	DEU062422a	\$67.00
7/20/2022	Katie Deuth	Educational Services	DEU062422	\$67.00
7/20/2022	LACES Consulting	Educational Services	62922	\$100.00
7/20/2022	Lindsey Eidsvold	Educational Services	EID062422	\$1,050.00
7/20/2022	Michelle Ahlswede	Educational Services	AHL062422	\$205.00
7/20/2022	Natalie Neal	Educational Services	NEA062722	\$38.42
7/20/2022	Natalie Neal	Educational Services	NEA062722a	\$38.42
7/20/2022	North County Scuba Center	Educational Services	525528273	\$1,212.22
7/20/2022	Renee Hilly	Educational Services	HIL062322	\$109.00
7/20/2022	Renee Hilly	Educational Services	HIL062322a	\$109.00
7/20/2022	Renee Hilly	Educational Services	HIL062722	\$218.00
7/20/2022	STEM Center USA	Educational Services	525528205	\$624.00
7/20/2022	Shannon Glenn	Educational Services	GLE062422	\$980.00
7/20/2022	Shelley Wright	Educational Services	WRI062322e	\$180.00
7/20/2022	Shelley Wright	Educational Services	WRI062322a	\$150.00
7/20/2022	Shelley Wright	Educational Services	WRI062322d	\$135.00

## Elite Academic Academy - Mountain Empire

7/20/2022	Shelley Wright	Educational Services	WRI062322c	\$315.00
7/20/2022	Shelley Wright	Educational Services	WRI062322g	\$180.00
7/20/2022	Shelley Wright	Educational Services	WRI062322f	\$135.00
7/20/2022	Shelley Wright	Educational Services	WRI062322b	\$120.00
7/20/2022	Shelley Wright	Educational Services	WRI062322	\$210.00
7/20/2022	Shelley Wright	Educational Services	WRI062422	\$140.00
7/20/2022	Shelley Wright	Educational Services	WRI062422a	\$140.00
7/20/2022	Shelley Wright	Educational Services	WRI062422c	\$140.00
7/20/2022	Shelley Wright	Educational Services	WRI062422b	\$140.00
7/20/2022	Shelley Wright	Educational Services	WRI062922	\$47.15
7/20/2022	Susan Zaugg	Educational Services	ZAU062422	\$40.00
7/20/2022	Susan Zaugg	Educational Services	ZAU062422a	\$40.00
7/20/2022	Susan Zaugg	Educational Services	ZAU062422b	\$40.00
7/20/2022	Certifix Live Scan	Fingerprinting	65146	\$362.05
7/20/2022	Department of Justice	Fingerprinting	593762	\$361.50
7/20/2022	Tasha Orshoff	Mileage, Parking & Tolls	ORS062322	\$18.98
7/20/2022	Vanessa Vosburg	Mileage, Parking & Tolls	VOS062322	\$19.77
7/20/2022	Teresa Schaffer	Misc. Operating Expense	SCH063022	\$350.33
7/20/2022	Melissa Schulze	Professional Development	SCH062322	\$700.00
7/20/2022	Vanessa Vosburg	Travel, Lodging & Meals	VOS062322	\$10.04
7/20/2022	ZOOM.US 888-799-9666	Technology Services & Software - Educational	Credit Card 0348	\$1,426.45
7/21/2022	FIS LOCKBOX OPERATIONS ATTN:PITN	Postage & Delivery - Educational	009.ME	\$5,000.00
7/21/2022	ULINE *SHIP SUPPLIES	Postage & Delivery - Educational	Credit Card 0348	\$89.78
7/22/2022	TMOBILE*WEB ORDER	Technology Equipment - Students	Credit Card 0348	\$29,769.49
7/22/2022	ULINE *SHIP SUPPLIES	Postage & Delivery - Educational	Credit Card 0348	\$1,679.08
7/25/2022	FEDEX OFFIC17000017012	Postage & Delivery - Educational	Credit Card 0348	\$73.40
7/26/2022	Prime Educational Solutions	Back Office Fees	1065	\$1,853.28
7/26/2022	Prime Educational Solutions	Special Education Services	1065	\$14,730.55
7/26/2022	Marsh & McLennan Agency, LLC	Workers Compensation	1949028	\$2,514.50
7/26/2022	Marsh & McLennan Agency, LLC	Workers Compensation	1949027	\$7,238.50
7/27/2022	Jennifer Edick	Special Education Services	EDI063022	\$1,223.12
7/27/2022	Bill.com	Technology Services & Software - Business	7021368	\$13,780.50
7/28/2022	LEARNING A-Z LLC	Approved Core Curriculum, Teacher Manuals &	Credit Card 0348	\$384.83
7/29/2022	Kaiser Foundation Health Plan	Health Insurance	670770222207	\$9,492.35
7/29/2022	APPLE.COM/US	Technology Equipment - Staff	Credit Card 0348	\$357.79

# Elite Academic Academy - Mountain Empire

7/30/2022

Staples Tech Soln

Technology Equipment - Students

Credit Card 0348

\$51,604.50



Elite Academic Academy - Instructional Service Community Partner (August 2022)

Partner Name	Description of Services	Link to EAA VCI 2022-2023 Applications
The Riding Academy	Horseback riding lessons/equine science	<a href="#">The Riding Academy EAA VCI 22-23 Application</a>
Iron Fist Martial Arts	Martial arts and saber combat	<a href="#">Iron Fist Martial Arts EAA VCI 22-23 Application</a>
Foundations Tutoring	Tutoring: Academic support in Reading and/or Math K-12th grade, test prep, college	<a href="#">Foundations Tutoring EAA VCI 22-23 Application</a>
Head2Heart Partners in Education	Enrichment classes and tutoring	<a href="#">Head2Heart Partners in Education EAA VCI 22-23 Application</a>
El Camino Ranch, LLC	Horseback riding lessons, Horsemanship classes, Horse Showmanship Clinic, and Horse Clinics	<a href="#">El Camino Ranch, LLC EAA VCI 22-23 Application</a>
Strider Self Defense	Self Defense, Martial Arts, Character Building	<a href="#">Strider Self Defense EAA VCI 22-23 Application</a>
Amazing Athletes of Inland Empire	Youth Sports Instruction, P.E. Courses	<a href="#">Amazing Athletes of Inland Empire EAA VCI 22-23 Application</a>
West Coast Krav Maga Murrieta	Self Defense and Fitness	<a href="#">West Coast Krav Maga Murrieta EAA VCI 22-23 Application</a>
West Coast Krav Maga Wildomar	Self Defense and Fitness	<a href="#">West Coast Krav Maga Wildomar EAA VCI 22-23 Application</a>
Regine Swim	French teaching/tutoring	<a href="#">Regine Swim EAA VCI 22-23 Application</a>
Discover Art/One World-Many Views	Fine Art/Drawing and painting classes	<a href="#">Discover Art/One World-Many Views EAA VCI 22-23 Application</a>

Elite Academic Academy - Educational Material Partners - August 2022

<b><u>Partner Name</u></b>	<b><u>Product Description</u></b>	<b><u>Link to EAA EMR 2022-2023 Applications</u></b>
Classical Learning Resource Center	Full range of academic and elective courses for 4th-12th grades	<a href="#">Classical Learning Resource Center EAA EMR 22-23 Application</a>
Harbor and Sprout	digital unit studies	<a href="#">Harbor and Sprout EAA EMR 22-23 Application</a>



**Career Technical Education (CTE) Esports Teacher**  
*Job Description*

<b>Position Title:</b>	Career Technical Education (CTE) Esports Teacher
<b>Reports To:</b>	Chief Student Development Officer/Chief Executive Officer
<b>FLSA Status:</b>	Non-Exempt
<b>School Classification:</b>	Certificated
<b>Pay Range:</b>	<b>\$41-\$50 hourly</b> Dependent Upon Experience
<b>Work Schedule:</b>	Part-time (15 hours per week)
<b>Location:</b>	Remote Office (Travel Required)

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**Position Summary:** *The Esports program is an opportunity for our students to connect with students at Elite Academic Academy and other students in the nation using the NASEF Esports platform. A CTE Esports teacher will facilitate students to be part of the team and learn the industry skills within the Esports ecosystem, as well as academic and social growth. The CTE Esports Teacher is the school and Esports Club advisor for our Esports team; providing virtual and in-person events for students and families to learn the benefits and opportunities of being involved in the program.*

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

- A minimum of five years of experience working with TK-12 students.
- Knowledge of California laws and regulations for Public and Charter Schools.
- State and federal fingerprint clearance (Live Scan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.

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

**Experience:**

- Esports league play, gaming experience, or coaching is preferred
- Strong Interpersonal and communication skills
- Self-directed and able to work independently and also with a team
- Detail oriented
- Strong Organizational Skills

**ESSENTIAL DUTIES and RESPONSIBILITIES:**

**CTE Teacher Responsibilities:**

- Ensure Elite Academic Academy is set apart from similar schools/programs and that students have the best opportunities and experiences available.
- Increase retention of high school students who often leave the homeschool model in high school.
- Hold Esports team meetings and sessions that focus on the following:  
Social and Emotional Wellness  
Academic engagement and commitment  
Health Habits and team sportsmanship
- Engage students through game play, online class sessions, and other school approved interactive tools.
- Organize and schedule practice sessions for Esports club.
- Oversee, collaborate, and attend various events both in person and virtual, to raise awareness of Esport opportunities.
- Communicate regularly with students and parents on all team matters.
- Organize and schedule tournaments with other schools.
- Work in Partnership with NASAF.
- Recruiting/Exposure - create and work with the marketing department to recruit and expose current students to Elite CTE Academy offerings.
- Provide students an opportunity to engage socially with other students and to make connections.
- Assistant with program planning, implementation, and evaluation of CTE programs and practices.
- Serve as a curriculum expert and help to develop the CTE curriculum.
- Instruct students in courses and provide systems of support for student

engagement and success.

- Perform related duties and responsibilities as required by the CTE Director or Designee.
- Host Weekly Live Sessions for students in each CTE course.
- Take attendance of student participation in Live Sessions or Academy Events.
- Communicate and collaborate with Teachers of Record to ensure student academic success.
- Lead, guide, and direct all phases of a competitive esports program, with emphasis on student athlete learning, development and compliance.
- Hold information sessions for both parents and students about the benefits and opportunities of Esports.

### **General Expectations:**

- Develop a clear mission and vision for the CTE Academy program(s).
- Vet Community Partners and organize them by type to share with parents/students.
- Host clinics/field trips/webinars.
- Support Elite Administrators with individual program-specific goals such as setting up a program/track for student success and certification.
- Develop new relationships with quality Community Partners and create partnerships between them and the programs.

### **SMART Goals:**

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

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

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

### **Physical Demands:**

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

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

**Work Environment:**

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

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

**Employee Acknowledgement:**

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

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

\_\_\_\_\_



## CTE Athletic Performance Coordinator

### *Job Description*

<b>Position Title:</b>	CTE Athletic Performance Coordinator
<b>Reports To:</b>	Chief Student Development Officer (or designee)
<b>FLSA Status:</b>	Non-Exempt
<b>School Classification:</b>	Classified
<b>Pay Range:</b>	\$30-\$40/hour (depending on experience)
<b>Work Schedule:</b>	Part-Time 12 months
<b>Location:</b>	Remote Office

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**Position Summary:** *The immediate goal of the CTE Athletic Performance Coordinator is to provide student-athletes with an opportunity to grow within their mental and physical performance, through educational content, classes, and monthly Zoom meetings. Athletes have the opportunity to schedule consulting appointments to discuss personal and other various stressors that impact one's mental and physical performance in school and sport. This position also allows the athlete coaches/teachers & staff the opportunity to communicate and learn from our CTE Athletic Performance Coordinator based on topics that are being presented in monthly meetings to our student-athletes. Additionally, this role provides Career Technical Education class development within the field of sports science and sports studies to provide students with the opportunity to engage in future job positions as sports professionals. This position also calls for communication and collaboration with Club sports and sports within the 8 counties that EAA serves; building partnerships and relationships with the community and EAA.*

**Position Goal:** The primary goal for this position is to develop well-rounded and structured student-athletes, who possess an interest in both one's academic and sports professions while maintaining healthy mental and physical performance. Furthermore, this position highlights the importance of both academics and sport, while providing student-athletes an opportunity to engage in future professions in the sports community.

Providing students with an opportunity to learn about trending and upcoming professions in sports, allows students to feel confident while entering college with educational knowledge of upcoming jobs within the industry.

**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 minimum of five years of experience working with TK-12 students in the field of athletics/sports.
- Knowledge of California laws and regulations for Public and Charter Schools as it pertains to athletics/CIF.
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.
- Proof of a clear TB Tine test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.
- Valid Driver's License.

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

#### **Responsibilities:**

- Focus on developing athlete Career Technical Education courses within disciplines of sports science & sports studies.
- Teaching Career Technical Education courses.
- Provide continued education for coaches/Teachers and all others in the sports department through zoom meetings and learning modules.
- Develop goal planning and implementation for athletes throughout their sports season.
- Facilitate and provide mental training and education for coaches, staff, and students.
- Develop certifications for students in topics such as leadership and goal setting.
- Work with coaches on the recruitment process for student-athletes.
- Develop coaching certifications for current and new coaching hires.



- Develop podcasts and other engaging material for students.
- Increase opportunities for students to learn from clinics and workshops.
- Provide nutrition education on important topics such as nutrient timing, nutrition guidance, and the USDA food pyramid.
- Ensure students that they have an opportunity to communicate their goals and needs in their sports performance.

### **General Expectations:**

- Develop a clear mission and vision for our CTE Sports Pathway and Athletic Program.
- Work in Partnership with Community Partners.
- Support Elite Administrators with individual program-specific goals such as setting up a program/track for student-athletes.
- Develop new relationships with quality vendors and create partnerships between them and the programs.
- Work with programs to offer virtual and online physical education classes, training, and workshops.

### **SMART Goals**

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

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

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

### **Physical Demands:**

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

- Hearing and speaking to exchange information.
- Dexterity of hands and fingers to demonstrate activities.
- Operates a computer and other office productivity machinery.

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

**Work Environment:**

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

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

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**Employee Acknowledgement:**

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

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

\_\_\_\_\_  
**Date**



**Moonshot Stipend - Job Description**

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

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

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**Employee Acknowledgement:**

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

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

\_\_\_\_\_  
Date



## AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Mountain Empire

and

Name: Jaime Glantz

in the position of

Title: Teacher of Record - Virtual

August 9, 2022

Jaime Glantz  
2982 B Street  
San Diego, CA 92102

Dear Jaime,

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

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

1. Job Duties. Your job duties are detailed in the attached job description (Exhibit A) and you will report to the Director of Virtual, or designee.
2. At-Will Employment. Your employment at the School is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation, and benefits, as well as our personnel policies and procedures, may change from

time-to-time, the “at will” nature of your employment may only be changed in a document signed by you and the CEO of the School.

3. Work Hours. You are compensated for the general value of services you perform and not for the amount of time you spend on the job. Thus, you will generally be paid your set salary notwithstanding the number of hours you work. However, to ensure that you can be reached by your supervisor and communicate with those individuals who will assist you in performing your job duties, you are generally expected to work Monday to Friday during normal business hours.

4. Compensation. Due to funding uncertainties generally, and more specifically associated with the School’s required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum annual salary of \$70,445 (or \$6,404.09 per month, for 11 months - August 2022 thru June 2023) less applicable withholdings, for 193 days of work (\$365/per day) (see attached 201 day calendar attached; however, because your start date is August 18, you will only be working 193 days on this calendar), which amount may be adjusted upward during or at the conclusion of the academic year by the School’s governing board in its sole discretion. You will also receive a stipend of \$150.00 a month for travel and mileage (in lieu of mileage reimbursement), as well as a \$125.00 monthly stipend in honor of your Masters degree. You will be paid once a month on, or before, the 26<sup>th</sup> of each month. Salary increases and annual bonuses may be awarded at the end of each calendar year, at the sole and absolute discretion of the CEO, based upon, among other things, your performance and the School’s overall performance during the calendar year.

5. Benefits. You will be eligible for all benefits as generally offered to similarly situated employees of the School, including contributions to California State Teachers Retirement System, as further described in our Employee Handbook. The School also offers Health and Welfare benefits, after one month of employment, totaling \$10,800 a year (or \$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. You may “opt out” of medical insurance provided by the Charter and retain a monthly allotment of \$200. For more information, please see the plan benefits.

6. Arbitration. It is a condition of your employment that you review our Arbitration Agreement (attached) which provides that any disputes between you and the School be submitted to binding arbitration. You should notify the School in writing of any complaints you have with respect to your employment so that any issues can immediately be addressed and rectified.

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

8. Equal Employment Opportunity. The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver’s license, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or

mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.

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

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


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

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

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

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

Sincerely,

DocuSigned by:  
  
Meghan Freeman  
CEO

Date: 8/10/2022

AGREED TO AND ACCEPTED BY:

Employee: Jaime Glantz

Signature:  Date: 8/10/2022



## Teacher of Record - Virtual

### *Job Description*

<b>Position Title:</b>	Teacher of Record - Virtual
<b>Reports to:</b>	Director of Virtual (or designee)
<b>Classification:</b>	Certificated
<b>Pay Range:</b>	Starting at \$62,000 annually
<b>Work Schedule:</b>	186-221 days
<b>Location:</b>	Remote classroom with travel

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**Position Summary:** An *Elite Academic Academy* Teacher of Record - Virtual is responsible for fostering student academic, social, and emotional learning in a virtual setting for grades 6-12. Teachers will instruct students in a virtual setting; and therefore, must be self-starters and have a creative mindset that facilitates students through relevant and rigorous learning objectives.

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

- Bachelor's Degree or higher from an accredited university.
- A valid, current, and appropriate California state Teaching Credential (ELL Authorization, or BCLAD, or CLAD).
- *Desirable:* Career Technical Education Credential (CTE Credential); Dual single subject credential or PPS Credential.
- State and Federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.
- Proof of a clear TB test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.

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

- Valid California Driver's License and proof of valid car insurance policy.

## **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

### **Section 1: Management of Homeroom Caseload**

- Maintain daily communication through synchronous sessions with students and parents/guardians through Zoom (or the like) (30 minute minimum per week).
- Hold weekly check-in meetings with students to review student progress and support.
- Ensure students are attending Live Sessions with Content Teachers.
- Monitor student progress in various courses.
- Assess students academic needs.
- Collaborate with students to track self-progress.
- Monitor homeroom student attendance, engagement, and live sessions.
- Collect needs assessment and detail Community Partnership placement for students.
- Collect student work samples from caseloads.
- Collaborate with colleagues to create success plans for struggling students in various courses.
- Directly communicate general announcements with parents/guardians, students, and community partners.
- Consistently update communication log/documentation in Student Information Systems.
- Communicate lessons and create supplemental lessons for homeroom curriculum.
- Complete Compliance Work in the Student Information System.
- Complete ordering of curriculum and materials for students.
- Assist parents/guardians with Elite processes and procedures such as signing compliance work and business department services.

### **Section 2: Student Supports**

- Actively participates in Parent Conferences.
- Support students in collaboration with the Student Support Department, Student Development Department, or Academic Innovation Department as needed.
- Create lesson plans that meet state educational standards.
- Creatively supplement curriculum to engage students.
- Supports Special Education by attending IEP/504/SST and filling out forms/communications.
- Differentiates instruction to meet student needs/provides additional or supplemental materials when needed.
- Establishes positive and appropriate student-teacher relationships.
- Provides "Elite Progress Support Plans" for students who need to catch up on assignments or students who are struggling in course(s).



### **Section 3: Professional Development & Staff Collaboration**

- Attends weekly collaborative meetings with colleagues for lesson planning/best practices/feedback/support.
- Attends and participates in bi-weekly staff meetings/professional development.
- Weekly communication with administrator to ensure teacher success and support.
- Fulfills school-wide and individual LCAP/SMART goals.
- Demonstrate professionalism and interpersonal skills.
- Enrich personal skill sets and knowledge by attending outside professional development opportunities.
- Attend two in-person or virtual school events a month to build school culture and pride

### **Section 4: General & Essential Duties**

- Proctors exams and other assessments (locally/various counties).
- Follows and adheres to Elite Academic Academy Charter policies and procedures.
- Maintains a record of student work.
- Maintains current up-to-date grades.
- Understand digital file organization.
- Follows legal mandates and procedures according to reporting (Child Abuse and Neglect Act).
- Consistently follows office hours availability for students.
- Responds to all stakeholders inquiries/communications within a 24 hour period.
- Document and resolve all informal and formal complaints with parents, students, and staff in a professional manner.
- Adhere to Elite Academic Academy policies and procedures according to the staff handbook.
- Ensure and maintain compliance with the Uniform Complaint Policy and the Uniform Technology policy.
- Use technology for assessing students, collecting data, and analyzing data.
- Uses Google Calendar of events and meetings for transparency

### **Knowledge of:**

- Online platforms and technology use.
- Demonstrates excellent computer and typing skills.
- Career Technical Education Pathways.
- Academic and emotional growth and development of school aged children.
- Current job market trends and skills.
- Best practices to engage student learning.
- Current state testing.
- Special Education, English Language Learners, and 504 practices and procedures.
- Methods, pedagogy, and techniques used to develop and instruct curriculum.
- General knowledge of Education Codes and laws.

**Ability to:**

- Foster engaging activities and learning for student success through the use of technology.
- Provide individualized instruction to students by promoting interactive learning.
- Create a safe space for students to learn where diverse thinking is celebrated.
- Facilitate an online and in-person classroom culture of creativity and diversity.
- Demonstrate exemplary communication skills (oral and written).
- Demonstrates excellent time management.
- Cultivate positive rapport with students, staff, parents, and community stakeholders.
- Assess student needs and individualize instruction according to their needs/goals.
- Collaborative with colleagues on an ongoing basis.
- Assist in curriculum development.
- Work flexible hours; sometimes weekends and/or evenings.
- Accessible access to the internet.
- Demonstrate integrity when making decisions.
- Travel locally, nationally, and internationally with student enrichment and educational trips.

**Work Environment:**

- Blended position (remotely & locally)
- In-home Office
- Occasional travel may be required by personal vehicle
- Flexible Hours

**Physical Demands:**

- Lifting up to 25 lbs.
- Sitting or standing for extended periods of time.
- Ability to see and read clearly to monitor student progress online.
- Dexterity of hands for computer use.
- Ability of hearing for listening.
- Ability of speaking to properly exchange information.
- Traveling long distances.

**HAZARDS:**

Contact with dissatisfied individuals.

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**Employee Acknowledgement:**

DocuSigned by:  
*Jaime Glantz*  
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Employee Signature

**Jaime Glantz**

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Printed Name

8/10/2022

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Date

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



### MUTUAL AGREEMENT TO ARBITRATE DISPUTES

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

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

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

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

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

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

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

COMPANY:

DocuSigned by:  


By:

Its: Chief Executive Officer

8/10/2022

DATED:

EMPLOYEE:

DocuSigned by:



By:

8/10/2022

DATED:



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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

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

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

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

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

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

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

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

- A. No Disclosure. Employee will not use, disclose, or disseminate in any manner whatsoever any Confidential Information, either directly or indirectly, either during employment with the School or following termination of employment, except as required in the course of employment with the School, or as expressly authorized in writing by an officer or manager of the School.
- B. No Reproduction or Removal. Employee will not reproduce in any manner, or remove from the School or Employee's work location, any Confidential Information, whether or not recorded in writing, by sound or visual means, on computer or computer disk or by any other means, either during employment with the School or following termination of employment, except as required in the course of employment with the School, or expressly authorized in writing by an officer of the School.
- C. Duty to Prevent Disclosure. Employee will take all precautions reasonably necessary to prevent the unauthorized use, disclosure, or dissemination of Confidential Information either during employment with the School or following termination of employment with the School.
- D. Required Disclosure. Notwithstanding Sections A, B and C above, in the event that Employee is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other similar process in legal proceedings) to disclose any of the Confidential Information, Employee shall provide the School with prompt written notice of any such request

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

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

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

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

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

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

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

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

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



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

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

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

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

Date: 8/10/2022

DocuSigned by:  
*Jaime Glantz*  
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NAME

Date: 8/10/2022

DocuSigned by:  
*[Signature]*  
A4137E406BF5494...

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

EAA 2022/2023 Staffing Calendar - 201 Day (12 month) Employees (New Hire)																																														
JULY							AUGUST							SEPTEMBER							OCTOBER							Important Dates																		
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S																			
					1	2	1	2	3	4	5	6				1	2	3	4							1	7/1	First Day of School (Year-Round)																		
																											7/4	Independence Day Holiday																		
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	11	12	13	14	15	8/8	Contract Start Date																			
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	18	19	20	21	22	8/29	First Day of School (Traditional)																			
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	25	26	27	28	29	9/5	Labor Day Holiday																			
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30							11/11	Veteran's Day Holiday																			
31																									11/21 - 11/25	Thanksgiving Break																				
																					12/19 - 1/6		Winter Break																							
NOVEMBER							DECEMBER							JANUARY							FEBRUARY							1/16		MLK Day Holiday																
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S																			
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	2/17 - 2/20	Presidents' Day Weekend											
														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	3/13 - 3/17	Spring Break
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	5/29	Memorial Day							
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										6/13	Last Day of School - Traditional					
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	29	30	31																		6/14	Last Day of School - Year Round				
27	28	29	30				25	26	27	28	29	30	31	29	30	31																								6/30	Contract End Date					
MARCH							APRIL							MAY							JUNE							Key																		
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S																			
			1	2	3	4	5	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		Contract Start and End Dates											
																																								First & Last Day(s) of School						
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													Paid Holidays (FT)							
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31											New Hire Orientation and PD (8/8-8/12)				
19	20	21	22	23	24	25	26	27	28	29	30	31	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31																		Paid Flex (Non-school/contract) Days (FT)
26	27	28	29	30			23	24	25	26	27	28	29	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31											All Staff Professional Development Days			
							30																																		Track A TOR/CT PD					




Pending Board Approval

8/10/2022

DocuSigned by:  
*Jaime Glantz*  
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# Elite Academic Academy 2022/2023 Staffing Calendar - Payroll

Elite Academic Academy 2022/2023 Staffing Calendar - Payroll																																											
JULY							AUGUST							SEPTEMBER							OCTOBER							Important Dates															
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S																
3	4	5	6	7	8	9	1	2	3	4	5	6	7	8	9	10	11	12	13	1	2	3	1							7/4	Independence Day Holiday												
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	2	3	4	5	6	7	8	2	3	4	5	6	7	8	9/5	Labor Day Holiday							
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	3	9	10	11	12	13	14	15	9	10	11	12	13	14	15	11/11	Veteran's Day Holiday						
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30	4	16	17	18	19	20	21	22	16	17	18	19	20	21	22	11/21 - 11/25	Thanksgiving Break							
31																					5	23	24	25	26	27	28	29	23	24	25	26	27	28	29	12/19 - 1/6	Winter Break						
																					6	30	31						30	31						1/16	MLK Day Holiday						
																					7															2/17 - 2/20	Presidents' Day Weekend						
NOVEMBER							DECEMBER							JANUARY							FEBRUARY							Important Dates															
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S																
		1	2	3	4	5				1	2	3	1	2	3	4	5	6	7				1	2	3	4	3/13 - 3/17	Spring Break															
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	16	5	6	7	8	9	10	11	5/29	Memorial Day Holiday													
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	17	12	13	14	15	16	17	18															
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	1	19	20	21	22	23	24	25															
27	28	29	30				25	26	27	28	29	30	31	29	30	31						26	27	28																			
MARCH							APRIL							MAY							JUNE							Key															
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S																
			1	2	3	4						1			1	2	3	4	5	6	14					1	2	3		Semi-Monthly Payroll													
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	15	4	5	6	7	8	9	10		Monthly/Semi-Monthly Payroll													
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	16	11	12	13	14	15	16	17		Holidays													
19	20	21	22	23	24	25	16	17	18	19	20	21	22	12	21	22	23	24	25	26	27	17	18	19	20	21	22	23	24														
26	27	28	29	30	31		23	24	25	26	27	28	29	13	28	29	30	31				25	26	27	28	29	30																



Board Approved March 03, 20 2

8/10/2022

DocuSigned by:  
*Jaime Glantz*  
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**August 9, 2022**

**Amberlee Potrero**

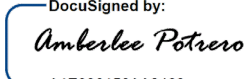
**Re: 22/23 Contract Addendum for Moonshot/CEO Think Tank Stipend**

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

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

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

DocuSigned by:  
  
A4137E406BF5494  
\_\_\_\_\_  
Meghan Freeman  
Chief Executive Officer

DocuSigned by:  
  
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\_\_\_\_\_  
Amberlee Potrero  
Compliance Coordinator/Teacher of Record - Virtual



**Moonshot Stipend - Job Description**

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

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

**Employee Acknowledgement:**

DocuSigned by:

*Amberlee Potrero*

Amberlee Potrero

8/10/2022

Employee Signature

Printed Name

Date



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

**Date:** June 1, 2022

**Re:** Amberlee Potrero

Effective as of July 1, 2022, your full-time employment position with Elite Academic Academy - Mountain Empire will be changed from Lead Teacher of Record - Flex/Compliance Lead to Compliance Coordinator/Teacher of Record - Virtual. Please see the attached contract, job description, and accompanying documents.

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

DocuSigned by:  
  
A4137E406BF5494...  
Meghan Freeman  
CEO

DocuSigned by:  
*Amberlee Potrero*  
A4E006156AA2460...  
Amberlee Potrero  
Compliance Coordinator/Teacher of Record - Virtual



**AT-WILL EMPLOYMENT AGREEMENT**

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

**and**

**Name:** **Amberlee Potrero**

in the position of

**Title: Compliance Coordinator/Teacher of Record - Virtual**

June 1, 2022

Amberlee Potrero  
349 E 2275 N, Unit 10  
North Ogden, UT 84414

Dear Amberlee,

We are pleased to offer you the position of **full-time exempt Compliance Coordinator/Teacher of Record - Virtual** with Elite Academic Academy - Mountain Empire (the "School") commencing July 1, 2022. We are delighted you chose to join the Elite Academic Academy team and are confident you will enjoy it here. The purpose of this letter is to summarize the terms of your employment with the School as set forth in this At-Will Employment Agreement (the "Agreement"), should you accept our offer. This offer of employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks.

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

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

3. Work Hours. You are compensated for the general value of services you perform and not for the amount of time you spend on the job. Thus, you will generally be paid your set salary notwithstanding the number of hours you work. However, to ensure that you can be reached by your supervisor and communicate with those individuals who will assist you in performing your job duties, you are generally expected to work Monday to Friday during normal business hours.
4. Best Efforts. You agree that you will at all times faithfully, industriously, and to the best of your ability perform all of the duties that may be required of you by the School which shall include:
  - a. Fulfilling the job duties and functions enumerated in the job description, attached hereto as Exhibit A;
  - b. Such other duties as assigned by the Board of the School or your supervisor from time-to-time as necessary in the School's discretion and judgment to effectuate the purposes of this Agreement including assignments that are in addition to those expressly described in this Agreement or its Exhibit A;
  - c. Attending any scheduled School events or training or planning sessions before or during the school year if requested by your direct supervisor; and
  - d. Following and abiding by the School's policies and procedures as adopted and amended from time-to-time, including those policies and procedures set forth in the School's current Employee Handbook, which may be amended from time to time at the sole discretion of the School.
5. Non-Competition During Employment. You agree that while you are working for the School, you will not render services in person or by electronic means, paid or otherwise, to any other entity, unless prior written approval is given by the CEO.
6. Compensation. Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum annual salary of \$90,000 (or \$7,500 per month), less applicable withholdings, for 228 days of work (see calendar attached), which amount may be adjusted upward during or at the conclusion of the academic year by the School's governing board in its sole discretion. You will also receive a \$11,800 "Travel" stipend (\$983.33 a month), to be used in order for you to travel to California, approximately 4 to 6 times in a school year. [Note: Such travel (including airfare, rental car, lodging, food, etc) must be *reasonable and comparable to non-profit organizational travel*; and not consist of First Class accommodations.] You will be paid once a month on, or before, the 26<sup>th</sup> of each month. Salary increases and annual bonuses may be awarded at the end of each calendar year, at the sole and absolute discretion of the CEO, based upon, among other things, your performance and the School's overall performance during the calendar year.
7. Benefits. You will be eligible for all benefits as generally offered to similarly situated employees of the School, including contributions to California State Teachers Retirement System, as further described in our Employee Handbook. The School also offers Health and



Welfare benefits, after one month of employment, totaling \$10,800 a year (or \$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. You may “opt out” of medical insurance provided by the Charter and retain a monthly allotment of \$200. For more information, please see the plan benefits.

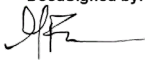
8. Arbitration. It is a condition of your employment that you review the School’s Arbitration Agreement (attached) which provides that any disputes between you and the School be submitted to binding arbitration. You should notify the School in writing of any complaints you have with respect to your employment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

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

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

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

Sincerely,

DocuSigned by:  


A4137E406BF5494...  
Meghan Freeman, CEO

CEO/Designee Signature:

Date: 6/3/2022

**AGREED TO AND ACCEPTED BY:**

Amberlee Potrero

Employee Signature:

DocuSigned by:  
*Amberlee Potrero*  
A1E036156AA2468...

Date: 6/7/2022

Address: 349 E 2275 N Unit 10 North Ogden, UT 84414

Telephone: 801-739-3700



## Compliance Coordinator

### *Job Description*

<b>Position Title:</b>	Compliance Coordinator
<b>Reports To:</b>	Chief Executive Officer(s) (or designees)
<b>FLSA Status:</b>	Exempt
<b>School Classification:</b>	Certificated Administration
<b>Pay Range:</b>	Based upon experience & student enrollment
<b>Work Schedule:</b>	12 months
<b>Location:</b>	Remote Office

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

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

- BA or BS required, advanced degree preferred.
- A valid, current, and appropriate California state school administrator or teacher credential. A copy of credential to be provided and kept current.
- A minimum of three years experience in educational leadership, Charter school leadership, or teaching preferred. Experience with progressively increasing levels of responsibility in leadership/mentoring – work experience in a non-education context will also be considered.
- Strong administrative/organizational/time-management skills required with a demonstrated capacity to multitask/prioritize, and work independently with limited direction.
- Knowledge of California laws and regulations for Public and Charter Schools, budget development and management, and implementation of curriculum and educational reform models.
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.

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

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

- Take responsible steps to secure full and regular attendance for all students enrolled, in accordance with policies established by the Board of Directors.
- Monitor and report teachers completion of compliance paperwork.
- Report any anomalies or concerns to the Chief Executive Officer.
- Assist the Chief Executive Officer(s), and the Operations Administrator(s), in development of ADA monitoring and collection strategies and policies.
- Train, field questions, troubleshoot, and re-train teachers, program directors (or designees) in the SIS.
- Assist with development and implementation of the Charter's compliance training program.
- Work to gather and condense results from internal audits to focus on what teachers need retrainings and report this information to the Chief Executive Officer.
- Monitor and report teachers' progress and completion of training programs.
- Attend SIS trainings that pertains to compliance and attendance systems.
- Support teachers and directors with compliance questions..
- Assist with internal auditing of all compliance documents.
- Support teachers to ensure errors are understood and corrected.
- Perform re-checks of previous teacher errors compliance errors to ensure the audit error has been corrected appropriately.
- Development and oversight of custom curriculum in the SIS.
- Stay up-to-date on all IS compliance laws.
- Assist with development of Charter calendars.

#### **General Expectations:**

- Support the mission, vision, and goals of Elite Academic Academy.
- Serve as a contributing member of the Charter staff and collaborate with team members to achieve the school's goals.
- Complete and submit required documents as requested or required by the Charter and/or Board of Directors and/or the District.
- Participate in and develop professional development workshops as needed.
- Create and maintain a safe, supportive, and effective learning environment.
- Support teachers with evaluating students' academic and social growth through multiple measures.
- Assist with implementation of school-adopted assessment program(s). Assist with facilitation of required testing and assessments.
- Assist teachers and students with Community College and CTE class enrollments.

- Identify student needs and cooperate with other professional staff members in assessing and helping solve students' health, attitude, and learning challenges.
- Maintain professional competence through professional development educational activities.
- Provide employee evaluations.
- Utilize technology as a means of educating and communicating.

**Other Duties:**

- Document and report to the school's management all formal disciplinary actions involving students and staff; addressing and resolving complaints from students, parents, and staff in a timely manner; ensuring compliance with the school's Uniform Complaint Policy; the school's Uniform Technology Policy; and the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Perform other duties as assigned.

**Use of Computer Technology:**

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

**Physical Demands:**

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

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

**Work Environment:**

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

- Noise level is generally moderate
- Meetings conducted in public and private settings

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

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**Employee Acknowledgement:**

<p>DocuSigned by: <i>Amberlee Potrero</i> A4E036156AA2468...</p> <hr/> <p>Employee Signature</p>	<p>Amberlee Potrero</p> <hr/> <p>Printed Name</p>	<p>6/7/2022</p> <hr/> <p>Date</p>
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**DocuSigned by:**  
*Amberlee Potrero*  
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**Teacher of Record - Virtual**  
*Job Description*

**Position Title:** Teacher of Record - Virtual  
**Reports to:** Director of Virtual (or designee)  
**Classification:** Certificated  
**Pay Range:** Starting at \$62,000 annually  
**Work Schedule:** 186-221 days  
**Location:** Remote classroom with travel

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**Position Summary:** An *Elite Academic Academy* Teacher of Record - Virtual is responsible for fostering student academic, social, and emotional learning in a virtual setting for grades 6-12. Teachers will instruct students in a virtual setting; and therefore, must be self-starters and have a creative mindset that facilitates students through relevant and rigorous learning objectives.

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

- Bachelor's Degree or higher from an accredited university.
- A valid, current, and appropriate California state Teaching Credential (ELL Authorization, or BCLAD, or CLAD).
- *Desirable:* Career Technical Education Credential (CTE Credential); Dual single subject credential or PPS Credential.
- State and Federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.
- Proof of a clear TB test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.

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

- Valid California Driver's License and proof of valid car insurance policy.

## **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

### **Section 1: Management of Homeroom Caseload**

- Maintain daily communication through synchronous sessions with students and parents/guardians through Zoom (or the like) (30 minute minimum per week).
- Hold weekly check-in meetings with students to review student progress and support.
- Ensure students are attending Live Sessions with Content Teachers.
- Monitor student progress in various courses.
- Assess students academic needs.
- Collaborate with students to track self-progress.
- Monitor homeroom student attendance, engagement, and live sessions.
- Collect needs assessment and detail Community Partnership placement for students.
- Collect student work samples from caseloads.
- Collaborate with colleagues to create success plans for struggling students in various courses.
- Directly communicate general announcements with parents/guardians, students, and community partners.
- Consistently update communication log/documentation in Student Information Systems.
- Communicate lessons and create supplemental lessons for homeroom curriculum.
- Complete Compliance Work in the Student Information System.
- Complete ordering of curriculum and materials for students.
- Assist parents/guardians with Elite processes and procedures such as signing compliance work and business department services.

### **Section 2: Student Supports**

- Actively participates in Parent Conferences.
- Support students in collaboration with the Student Support Department, Student Development Department, or Academic Innovation Department as needed.
- Create lesson plans that meet state educational standards.
- Creatively supplement curriculum to engage students.
- Supports Special Education by attending IEP/504/SST and filling out forms/communications.
- Differentiates instruction to meet student needs/provides additional or supplemental materials when needed.
- Establishes positive and appropriate student-teacher relationships.
- Provides "Elite Progress Support Plans" for students who need to catch up on assignments or students who are struggling in course(s).



### **Section 3: Professional Development & Staff Collaboration**

- Attends weekly collaborative meetings with colleagues for lesson planning/best practices/feedback/support.
- Attends and participates in bi-weekly staff meetings/professional development.
- Weekly communication with administrator to ensure teacher success and support.
- Fulfills school-wide and individual LCAP/SMART goals.
- Demonstrate professionalism and interpersonal skills.
- Enrich personal skill sets and knowledge by attending outside professional development opportunities.
- Attend two in-person or virtual school events a month to build school culture and pride

### **Section 4: General & Essential Duties**

- Proctors exams and other assessments (locally/various counties).
- Follows and adheres to Elite Academic Academy Charter policies and procedures.
- Maintains a record of student work.
- Maintains current up-to-date grades.
- Understand digital file organization.
- Follows legal mandates and procedures according to reporting (Child Abuse and Neglect Act).
- Consistently follows office hours availability for students.
- Responds to all stakeholders inquiries/communications within a 24 hour period.
- Document and resolve all informal and formal complaints with parents, students, and staff in a professional manner.
- Adhere to Elite Academic Academy policies and procedures according to the staff handbook.
- Ensure and maintain compliance with the Uniform Complaint Policy and the Uniform Technology policy.
- Use technology for assessing students, collecting data, and analyzing data.
- Uses Google Calendar of events and meetings for transparency

### **Knowledge of:**

- Online platforms and technology use.
- Demonstrates excellent computer and typing skills.
- Career Technical Education Pathways.
- Academic and emotional growth and development of school aged children.
- Current job market trends and skills.
- Best practices to engage student learning.
- Current state testing.
- Special Education, English Language Learners, and 504 practices and procedures.
- Methods, pedagogy, and techniques used to develop and instruct curriculum.
- General knowledge of Education Codes and laws.

**Ability to:**

- Foster engaging activities and learning for student success through the use of technology.
- Provide individualized instruction to students by promoting interactive learning.
- Create a safe space for students to learn where diverse thinking is celebrated.
- Facilitate an online and in-person classroom culture of creativity and diversity.
- Demonstrate exemplary communication skills (oral and written).
- Demonstrates excellent time management.
- Cultivate positive rapport with students, staff, parents, and community stakeholders.
- Assess student needs and individualize instruction according to their needs/goals.
- Collaborative with colleagues on an ongoing basis.
- Assist in curriculum development.
- Work flexible hours; sometimes weekends and/or evenings.
- Accessible access to the internet.
- Demonstrate integrity when making decisions.
- Travel locally, nationally, and internationally with student enrichment and educational trips.

**Work Environment:**

- Blended position (remotely & locally)
- In-home Office
- Occasional travel may be required by personal vehicle
- Flexible Hours

**Physical Demands:**

- Lifting up to 25 lbs.
- Sitting or standing for extended periods of time.
- Ability to see and read clearly to monitor student progress online.
- Dexterity of hands for computer use.
- Ability of hearing for listening.
- Ability of speaking to properly exchange information.
- Traveling long distances.

**HAZARDS:**

Contact with dissatisfied individuals.

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**Employee Acknowledgement:**

<p>DocuSigned by: <i>Amberlee Potrero</i> A1E036156AA2468</p> <p>Employee Signature</p>	<p>Amberlee Potrero</p> <p>Printed Name</p>	<p>6/7/2022</p> <p>Date</p>
---	---	-----------------------------

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



**MUTUAL AGREEMENT TO ARBITRATE DISPUTES**

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

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

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


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

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

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

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

COMPANY:

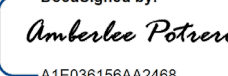
DocuSigned by:  
  
A4137E406BF5494...

By:

Its: Chief Executive Officer  
6/3/2022

DATED:

EMPLOYEE:

DocuSigned by:  
  
A1E036156AA2468...

By:

6/7/2022

DATED:



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

Date: 6/7/2022

DocuSigned by:  
*Amberlee Potrero*  
A1E036156AA2468...


NAME

Date: 6/3/2022

DocuSigned by:  
*[Signature]*  
A4137E406BF5494...

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


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


EAA 2022/2023 Staffing Calendar – 228 (12 month – Director) Employee																															
JULY							AUGUST							SEPTEMBER							OCTOBER							Important Dates			
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	7/1	Contract Start Date		
				1	2		1	2	3	4	5	6					1	2	3	1						1	7/1	First Day of School (Year-Round)			
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	2	3	4	5	6	7	8	7/4	Independence Day Holiday	
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	3	9	10	11	12	13	14	15	8/29	First Day of School (Traditional)	
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	4	16	17	18	19	20	21	22	9/5	Labor Day Holiday	
24	25	26	27	28	29	30	28	29	30	31			25	26	27	28	29	30		23	24	25	26	27	28	29	11/11	Veteran's Day Holiday			
31																				30	31						11/21 - 11/25	Thanksgiving Break			
																											12/19 - 1/6	Winter Break			
NOVEMBER							DECEMBER							JANUARY							FEBRUARY							Important Dates			
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	1/16	MLK Day Holiday		
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7				1	2	3	4	2/17 - 2/20	Presidents' Day Weekend		
						10							13	1	2	3	4	5	6	7								3/13 - 3/17	Spring Break		
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	16	5	6	7	8	9	10	11	5/29	Memorial Day	
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	17	12	13	14	15	16	17	18	6/13	Last Day of School - Traditional	
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	1	19	20	21	22	23	24	25	6/14	Last Day of School - Year Round	
27	28	29	30				25	26	27	28	29	30	31	29	30	31					26	27	28					6/30	Contract End Date		
MARCH							APRIL							MAY							JUNE							Key			
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		Contract Start and End Dates		
			1	2	3	4						1			1	2	3	4	5	6	14				1	2	3		First & Last Day of School		
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	15	4	5	6	7	8	9	10		Paid Holidays (FT)	
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	16	11	12	13	14	15	16	17		Paid Flex (Non-school/contract) Days (FT)	
19	20	21	22	23	24	25	16	17	18	19	20	21	22	12	21	22	23	24	25	26	27	17	18	19	20	21	22	23	24		Professional Development Days
26	27	28	29	30	31		23	24	25	26	27	28	29	13	28	29	30	31				25	26	27	28	29	30				
							30																								
																															
Board Approved March 03, 20 2																															

DocuSigned by:  
*Amberlee Potrero*  
A1E036156AA2468...

6/7/2022

# Elite Academic Academy 2022/2023 Staffing Calendar - Payroll

Elite Academic Academy 2022/2023 Staffing Calendar - Payroll																														
JULY							AUGUST							SEPTEMBER							OCTOBER							Important Dates		
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
					1	2	1	2	3	4	5	6					1	2	3	1						1	7/4	Independence Day Holiday		
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	2	3	4	5	6	7	8	9/5	Labor Day Holiday
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	3	9	10	11	12	13	14	15	11/11	Veteran's Day Holiday
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	4	16	17	18	19	20	21	22	11/21 - 11/25	Thanksgiving Break
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29	12/19 - 1/6	Winter Break	
31																						30	31						1/16	MLK Day Holiday
NOVEMBER							DECEMBER							JANUARY							FEBRUARY							Important Dates		
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
		1	2	3	4	5				1	2	3	1	2	3	4	5	6	7				1	2	3	4	3/13 - 3/17	Spring Break		
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	16	5	6	7	8	9	10	11	5/29	Memorial Day Holiday
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	17	12	13	14	15	16	17	18		
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	1	19	20	21	22	23	24	25		
27	28	29	30				25	26	27	28	29	30	31	29	30	31					26	27	28							
MARCH							APRIL							MAY							JUNE							Key		
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
			1	2	3	4						1		1	2	3	4	5	6					1	2	3		Semi-Monthly Payroll		
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	14	4	5	6	7	8	9	10		Monthly/Semi-Monthly Payroll
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	16	11	12	13	14	15	16	17		Holidays
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	17	18	19	20	21	22	23	24		
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30				
							30																							
																														
Board Approved March 03, 20 2																														

DocuSigned by:  
  
 A1E036156AA2468... 6/7/2022



**August 22, 2022**

**George Baran**

**Re: 22/23 Contract Addendum**

By virtue of this contract addendum, your 22.23 full-time certificated contract (attached), with Elite Academic Academy - Mountain Empire, in the position of Content Teacher, will now, instead, include a 12 month staffing calendar of 221 days (rather than your original staffing calendar of 186 days). Please see the attached calendar for your reference and signature.

Because you will now be working 221 days your pay will be adjusted accordingly. Per your contract, you are paid at a rate of \$335/day. With the 12 month calendar, that is an annual salary of \$74,035 (or \$6,169.58 per month).

[Note: You were paid \$5,192.50 for the month of July, when on the 11 month (186 day) calendar; therefore, you will be compensated an additional \$977.08 on your next (August) paycheck to account for the discrepancy. The following months you will receive your regular pay.]

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

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

DocuSigned by:

A4137E406BF5494...

Meghan Freeman

Chief Executive Officer

DocuSigned by:

E567B169211142C...

George Baran

Content Teacher

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

EAA 2022/2023 Staffing Calendar - 221 Day (12 month) Employees																												Important Dates																			
JULY							AUGUST							SEPTEMBER							OCTOBER							Important Dates																			
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	Important Dates																			
				1	2		1	2	3	4	5	6		1	2	3	4	5	6	7	8	9	10	11	12	13	1	2	3	4	5	6	7	8	7/1	Contract Start Date											
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	1	2	3	4	5	6	7	8	7/1	First Day of School (Year-Round)
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			1	2	3	4	5	6	7	8	7/4	Independence Day Holiday	
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	25	26	27	28	29	30	31										1	2	3	4	5	6	7	8	8/29	First Day of School (Traditional)	
24	25	26	27	28	29	30	28	29	30	31				18	19	20	21	22	23	24	25	26	27	28	29	30	31										1	2	3	4	5	6	7	8	9/5	Labor Day Holiday	
31														25	26	27	28	29	30																			11/11	Veteran's Day Holiday								
																																						11/21 - 11/25	Thanksgiving Break								
NOVEMBER							DECEMBER							JANUARY							FEBRUARY							Important Dates																			
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	Important Dates																			
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7					1	2	3	4	5	6	7						2/17 - 2/20	Presidents' Day Weekend									
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	3/13 - 3/17	Spring Break
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31							1	2	3	4	5	6	7	8	5/29	Memorial Day	
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	6/13	Last Day of School - Traditional				
27	28	29	30				25	26	27	28	29	30	31	29	30	31									26	27	28														6/14	Last Day of School - Year Round					
																																								6/30	Contract End Date						
MARCH							APRIL							MAY							JUNE							Key																			
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	Key																			
			1	2	3	4						1	1	2	3	4	5	6	1	2	3	4	5	6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	Contract Start and End Dates					
5	6	7	8	9	10	11	2	3	4	5	6	7	8	9	10	11	12	13	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	First & Last Day of School							
12	13	14	15	16	17	18	9	10	11	12	13	14	15	16	17	18	19	20	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Paid Holidays (FT)							
19	20	21	22	23	24	25	16	17	18	19	20	21	22	23	24	25	26	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31							Paid Flex (Non-school/contract) Days (FT)								
26	27	28	29	30	31		23	24	25	26	27	28	29	30	31				25	26	27	28	29	30																		Professional Development Days					
							30																																	Track A TOR/CT PD							



Board Approved March 03, 2022

DocuSigned by:  
*George Baran* 8/23/2022  
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**NOTICE TO EMPLOYEE AS TO CHANGE IN RELATIONSHIP**  
(Issued pursuant to provisions of Section 1089 of the  
California Unemployment Insurance Code)

**Date:** June 1, 2022

**Re:** George Baran

Effective as of July 1, 2022, your full-time employment position with Elite Academic Academy – Mountain Empire will be changed from Teacher of Record - Virtual to Content Teacher. Please see the attached contract, job description, and accompanying documents.

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

DocuSigned by:



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Meghan Freeman  
CEO

DocuSigned by:



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George Baran  
Content Teacher



## AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Mountain Empire

and

Name: **George Baran**

in the position of

Title: Content Teacher

June 1, 2022

George Baran  
2331 Lincoln Avenue  
San Diego, CA 92104

Dear George,

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

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

1. **Job Duties.** Your job duties are detailed in the attached job description (Exhibit A) and you will report to the Chief Academic Innovations Officer, or designee.
2. **At-Will Employment.** Your employment at the School is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation, and benefits, as well as our personnel policies and procedures, may change from

time-to-time, the “at will” nature of your employment may only be changed in a document signed by you and the CEO of the School.

3. Work Hours. You are compensated for the general value of services you perform and not for the amount of time you spend on the job. Thus, you will generally be paid your set salary notwithstanding the number of hours you work. However, to ensure that you can be reached by your supervisor and communicate with those individuals who will assist you in performing your job duties, you are generally expected to work Monday to Friday during normal business hours.

4. Compensation. Due to funding uncertainties generally, and more specifically associated with the School’s required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum annual salary of \$62,310 (or \$5,192.50 per month) less applicable withholdings, for 186 days of work (\$335/day) (see calendar attached) including 2 days of Professional Development (see above), which amount may be adjusted upward during or at the conclusion of the academic year by the School’s governing board in its sole discretion. You will also receive a stipend of \$150.00 a month for mileage (in lieu of mileage reimbursement), along with a \$125.00 monthly stipend in honor of your Master’s Degree.. You will be paid once a month on, or before, the 26<sup>th</sup> of each month. Salary increases and annual bonuses may be awarded at the end of each calendar year, at the sole and absolute discretion of the CEO, based upon, among other things, your performance and the School’s overall performance during the calendar year.

Paid Leave of Absence: From July 1, 2022 through August 17, 2022 (the “Summer”), you are not expected to render teaching services to students. Therefore, during the Summer, you shall be on a paid leave of absence and will receive your regular salary and health insurance benefits during those months per the schedule noted above.

5. Benefits. You will be eligible for all benefits as generally offered to similarly situated employees of the School, including contributions to California State Teachers Retirement System, as further described in our Employee Handbook. The School also offers Health and Welfare benefits, after one month of employment, totaling \$10,800 a year (or \$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. You may “opt out” of medical insurance provided by the Charter and retain a monthly allotment of \$200. For more information, please see the plan benefits.

6. Arbitration. It is a condition of your employment that you review our Arbitration Agreement (attached) which provides that any disputes between you and the School be submitted to binding arbitration. You should notify the School in writing of any complaints you have with respect to your employment so that any issues can immediately be addressed and rectified.

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

8. Equal Employment Opportunity. The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on actual or perceived



ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver’s license, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.

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

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


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

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

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

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

Sincerely,

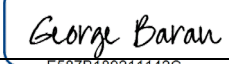
DocuSigned by:  
  
Meghan Freeman  
CEO

6/3/2022

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

AGREED TO AND ACCEPTED BY:

Employee: George Baran

Signature: \_\_\_\_\_  
DocuSigned by:  
  
Date: 6/3/2022



## Content Teacher Job Description

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

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### Position Summary:

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

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

Content Teacher Job Description  
Board Approved Nov. 04, 2021

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

**General skills:**

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

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

**Content Teacher:**

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

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

- Provide students with syllabus, pacing guide with due dates for assignments, and assessments.
- Provide students with standards.
- Issue midterm progress report.
- Offer office hours and tutoring opportunities for students.
- Review completed coursework and make final grade determination.
- Update course as necessary.

**Personalized Courses:**

- Provide parents/students with standards, syllabus, and contact information.
- Review the course outline and ensure the standards are covered and that there is adequate rigor.
- Provide students and parents with feedback as necessary.
- Create a pacing guide for the year for the parent and student to utilize. This pacing guide will include due dates for assignments.
- Content Teacher gworks with academic supervisors for final approval on personalized courses.
- Review completed coursework and make final grade determination.

**Education:**

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

**Experience:**

Two (2) years directly related experience.

**Use of Computer Technology:**

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

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

**Physical Demands:**

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

**Work Environment:**

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

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

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**Employee Acknowledgement:**

<p>DocuSigned by: <i>George Baran</i> E587B189211142C...</p>	<p>George Baran</p>	<p>6/3/2022</p>
<p>Employee Signature</p>	<p>Printed Name</p>	<p>Date</p>



**MUTUAL AGREEMENT TO ARBITRATE DISPUTES**

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

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



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

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

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

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

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

COMPANY:  EMPLOYEE: 

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

Its: Chief Executive Officer

DATED: 6/3/2022 DATED: 6/3/2022



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: 6/3/2022

DocuSigned by:  
*George Baran*  
E587B189211142C...  
NAME

Date: 6/3/2022

DocuSigned by:  
*[Signature]*  
A4137E406BF549A...  
By: \_\_\_\_\_  
Its: Chief Executive Officer

# EAA 2022/2023 Staffing Calendar - 186 Day (11 month) Employees

EAA 2022/2023 Staffing Calendar - 186 Day (11 month) Employees																															
JULY							AUGUST							SEPTEMBER							OCTOBER							Important Dates			
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	7/1	Contract Start Date		
					1	2	1	2	3	4	5	6					1	2	3	1						1	7/1	First Day of School (Year-Round)			
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	2	3	4	5	6	7	8	7/4	Independence Day Holiday	
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	3	9	10	11	12	13	14	15	8/29	First Day of School (Traditional)	
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	4	16	17	18	19	20	21	22	9/5	Labor Day Holiday	
24	25	26	27	28	29	30	28	29	30	31			25	26	27	28	29	30		23	24	25	26	27	28	29	11/11	Veteran's Day Holiday			
31																				30	31						11/21 - 11/25	Thanksgiving Break			
																											12/19 - 1/6	Winter Break			
NOVEMBER							DECEMBER							JANUARY							FEBRUARY							Important Dates			
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	1/16	MLK Day Holiday		
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7				1	2	3	4	2/17 - 2/20	Presidents' Day Weekend		
						10							13	1	2	3	4	5	6	7								3/13 - 3/17	Spring Break		
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	16	5	6	7	8	9	10	11	5/29	Memorial Day	
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	17	12	13	14	15	16	17	18	6/13	Last Day of School - Traditional	
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	1	19	20	21	22	23	24	25	6/14	Last Day of School - Year Round	
27	28	29	30				25	26	27	28	29	30	31	29	30	31					26	27	28					6/30	Contract End Date		
MARCH							APRIL							MAY							JUNE							Key			
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		Contract Start and End Dates		
				1	2	3							1							1							1	2	3		First & Last Day of School
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	15	4	5	6	7	8	9	10		Paid Holidays (FT)	
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	16	11	12	13	14	15	16	17		Paid Flex (Non-school/contract) Days (FT)	
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	17	18	19	20	21	22	23	24		Professional Development Days	
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30			New Teacher PD		
							30						13															186 Days worked			



Board Approved March 03, 20 2

DocuSigned by:  
*George Baran*  
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6/3/2022

## Elite Academic Academy 2022/2023 Staffing Calendar - Payroll

Elite Academic Academy 2022/2023 Staffing Calendar - Payroll																																										
JULY							AUGUST							SEPTEMBER							OCTOBER							Important Dates														
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S															
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	1	2	3	4	5	6	7	8	7/4	Independence Day Holiday												
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	2	3	4	5	6	7	8	9/5	Labor Day Holiday													
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	3	9	10	11	12	13	14	15	11/11	Veteran's Day Holiday												
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30	4	16	17	18	19	20	21	22	11/21 - 11/25	Thanksgiving Break													
31																						23	24	25	26	27	28	29	12/19 - 1/6	Winter Break												
																						30	31						1/16	MLK Day Holiday												
NOVEMBER							DECEMBER							JANUARY							FEBRUARY							Important Dates														
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S															
		1	2	3	4	5				1	2	3	1	2	3	4	5	6	7				1	2	3	4	3/13 - 3/17	Spring Break														
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11	5/29	Memorial Day Holiday													
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18															
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	1	19	20	21	22	23	24	25														
27	28	29	30				25	26	27	28	29	30	31	29	30	31					26	27	28																			
MARCH							APRIL							MAY							JUNE							Key														
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S															
			1	2	3	4						1			1	2	3	4	5	6						1	2	3		Semi-Monthly Payroll												
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10		Monthly/Semi-Monthly Payroll													
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17															
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	12	21	22	23	24	25	26	27														
26	27	28	29	30	31	23	24	25	26	27	28	29	30	28	29	30	31				13	28	29	30	31																	
																																						</				



**August 9, 2022**


**Sarah Jaquette**

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


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

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

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

DocuSigned by:  
  
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Meghan Freeman  
Chief Executive Officer

DocuSigned by:  
  
85F1B0822452414...

Sarah Jaquette  
~~Lead Teacher of Record - Homeschool~~

**DocuSigned by:**

*George Baran*

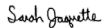
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**Moonshot Stipend - Job Description**

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

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

**Employee Acknowledgement:**

<p><small>DocuSigned by:</small>    <small>85E1B0822452414</small></p>	<p>Sarah Jaquette</p>	<p>8/11/2022</p>
<p>_____  Employee Signature</p>	<p>_____  Printed Name</p>	<p>_____  Date</p>

*Moonshot/CEO Think Tank Stipend Job Description  
Pending Board Approval*





**AT-WILL EMPLOYMENT AGREEMENT**

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

**and**

**Name:** Sarah Jaquette

in the position of

**Title: Part-Time Lead Teacher of Record - Homeschool**

June 1, 2022

Sarah Jaquette  
41770 Margarita Road, Apt. #2049  
Temecula, CA 92591

Dear Sarah,

We are pleased to offer you the position of **part-time (non-exempt) Lead Teacher of Record - Homeschool** with Elite Academic Academy – Mountain Empire (the “School”) commencing **July 1, 2022**, including 2 Professional Development days (August 18 and 19, 2022). We are delighted you chose to join the Elite Academic Academy team and are confident you will enjoy it here. The purpose of this letter is to summarize the terms of your employment with the School as set forth in this At-Will Employment Agreement (the “Agreement”), should you accept our offer. This offer of employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks.

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

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

3. Hours of Employment. Your days of work, and hours of employment, will be Monday through Friday at hours determined by the School and your direct supervisor, provided that ordinary working hours shall not exceed 20 hours per week, *unless agreed upon by the School in advance*. We anticipate that there will be occasions when we will ask you to work over 20 hours per week, and/or occasions when you may be asked to work overtime. All overtime hours must be approved in advance by your supervisor
4. Best Efforts. You agree that you will at all times faithfully, industriously, and to the best of your ability perform all of the duties that may be required of you by the School which shall include:
  - a. Fulfilling the job duties and functions enumerated in the job description, attached hereto as Exhibit A;
  - b. Such other duties as assigned by the Board of the School or your supervisor from time-to-time as necessary in the School's discretion and judgment to effectuate the purposes of this Agreement including assignments that are in addition to those expressly described in this Agreement or its Exhibit A;
  - c. Attending any scheduled School events or training or planning sessions before or during the school year if requested by your direct supervisor; and
  - d. Following and abiding by the School's policies and procedures as adopted and amended from time-to-time, including those policies and procedures set forth in the School's current Employee Handbook, which may be amended from time to time at the sole discretion of the School.
5. Non-Competition During Employment. You agree that while you are working for the School, you will not render services in person or by electronic means, paid or otherwise, to any other entity, unless prior written approval is given by the CEO.
6. Compensation. Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. You will be paid a minimum rate of \$50.00 an hour for all regular hours worked, less applicable withholdings, for 221 days of work (see attached calendar), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion. You will also be paid, at your hourly rate, for an additional 50% of required staff meetings and professional development. For any overtime hours worked, you will be paid at the appropriate overtime rate in accordance with all applicable laws. You will also receive an annual Lead stipend (please see attached job description) of \$5,000 (416.67 per month, or \$208.33 per pay period), along with a stipend of \$75.00 a month (or \$37.50 per pay period) for travel and mileage (in lieu of mileage reimbursement). You will be paid twice a month on, or around, the 10th and 26th of each month. Human Resources will confirm your exact pay dates.
7. Benefits. As a part-time employee you will not generally be eligible for benefits, except for voluntary benefits, and those required by law such as paid sick time and California State Teachers Retirement System, as described in the School's Employee Handbook. For more

information, please see the plan benefits.

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

writing signed by both yourself and the CEO of the School. To the extent this Agreement or its attachments conflict with our Employee Handbook or any other policy or procedure, this Agreement or its attachments, as the case may be, shall control.

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

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

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

Sincerely,

DocuSigned by:  
  
A4137E406BF5494...  
Meghan Freeman, CEO

CEO/Designee Signature:

Date: 6/3/2022

AGREED TO AND ACCEPTED BY:

Sarah Jaquette

Employee Signature:

DocuSigned by:  
Sarah Jaquette  
85F1B0822452414...

Date: 6/6/2022

Address: 22042 Mariposa Drive, Lake Elsinore, CA 92532

Telephone: 951-375-2475



## Teacher of Record - Homeschool

### *Job Description*

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

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### **Position Summary:**

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

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

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

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

received and Human Resources notifying the immediate supervisor of this clearance.

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

**General Skills:**

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

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

**Professional Support:**

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

**Responsibilities:**

- Develop an educational plan with each family at the beginning of each learning period.
- Maintain daily communication through live and synchronous sessions with students and parents/guardians through online platform, email, and telephone communication.
- Evaluate, update, and document student progress towards the educational plan and Common Core State Standards by examining the entire body of student learning at the monthly Academic Consultation and engaging the student through evaluative discussion and observation.
- Collect work samples each learning period and use those samples to create a record of each students' learning.
- Stay current with school policy and procedure.
- Complete the required paperwork and documentation for each student according to individual deadlines.
- Responsible for synchronous and live sessions to support increased student engagement and grade level mastery.
- Advise and support parents and students.
- Ensure students' academic needs are met by ordering, researching, and suggesting curriculum.
- Suggest and provide information regarding available educational opportunities.
- Proactively seek information on high school curriculum and course work.
- Stay current with UC A-G requirements, school policy and procedure.
- Work with Program Director to ensure high school requirements are being met.
- Design Custom High School Courses according to student need.
- Maintain an accurate online budget for each student-make sure funds are spent according to academic priority—curriculum, tutoring, and then enrichment.
- Communicate school information to the parents/students.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Attend IEP and other required meetings for assigned students.
- Use computer technology, email, the Internet, and other technology.
- Attend mandatory teacher trainings and weekly meetings/mentoring sessions.
- Complete online and other trainings as determined as necessary by the school.
- Proctor state mandated tests and administer any charter required assessments, such as the i-Ready assessment, easyCBM, etc.
- Support high school students and parents with high school planning.
- Evaluate student transcripts for graduation/completion purposes.
- May perform other duties commensurate with the functions and level of the position.

**Paperwork and Documentation:**

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

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

**Advice and Support:**

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

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

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

**Other Duties**



- Proctoring duties as needed during the testing window.
- Plan two field trips per year and create educational materials to support the field trip. This includes but is not limited to worksheets to be completed on the field trip, before or after.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; and ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Perform other duties as assigned.

**Use of Computer Technology:**

To perform this job successfully, an individual should have general knowledge of database software, how to use the internet to find information and complete tasks, email usage, order processing systems, spreadsheet software, and word processing software. The employee is expected to acquire and maintain a working computer with an internet connection and a printer. The employee should be familiar with videochat platforms in order to support students virtually and attend meetings, as applicable.

**Physical Demands:**

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

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

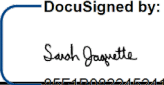
**Work Environment:**

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

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

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**Employee Acknowledgement:**

 DocuSigned by: Sarah Jaquette 05F100022452414...	Sarah Jaquette	6/6/2022
_____ Employee Signature	_____ Printed Name	_____ Date

**DocuSigned by:**

*George Baran*

E587B189211142C...

### **Lead Teacher Stipend - Job Description**

**Position Title:** Lead Teacher  
**Department:** Certificated Teaching  
**Reports To:** Program Director (or Designee)  
**FLSA Classification:** Exempt  
**Stipend:** \$10,000-\$20,000 annually depending on experience  
**Classification:** Certificated  
**School Calendar Days:** 12 month Calendar

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**Job Description:** *This is not a stand-alone job description, but a rider to our teaching and exceptional education job descriptions. This payscale is in addition to the teaching position. This teacher must participate, on a regular basis, in the direct education of students; and serve as faculty for professional development activities. A Lead Teacher is responsible for organizing and implementing curriculum and instructional programs for students, and meeting the duties of teaching as outlined in laws and policies. During non-student contact time, this employee is responsible for assisting in the development of standards-based curriculum and assessment opportunities, research-based instructional methods, aligning of materials and resources to curriculum outcomes, and supporting teachers that are under his/her direct supervision.*

#### **General Duties:**

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

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

- Training Induction Teachers, other Lead Teachers, and Mentor Teachers.
- Observing and providing peer assistance for colleagues in the area of compliance.
- Coaching teachers in effective independent study instructional and organizational strategies.
- Using data to adjust practice and supports for Academies and teachers.
- Planning/Leading team meetings to ensure communication with colleagues.
- Assisting in the coordination of all school based professional development opportunities linked to individual professional development plans and job competencies.
- Assisting in the coordination of the program for Induction teachers by communicating with the

*Lead Teacher Stipend Job Description  
Board Approved May 5, 2022*

Human Resources Department and Induction Coordinator.

- Creating documents and training materials for students and teachers to prepare for Virtual Education.

**2. Curriculum:**

- Collaborating with content teachers and TORs to plan and manage the development of standards-based curriculum, instruction, assessment plans, and strategies.
- Ensuring that all curriculum is used effectively as a resource to meet curriculum goals.
- Serving as a liaison between the academy and the Student Support Services, Academic Innovation and Student Development Departments.
- Assisting with identifying and procuring resources staff need to support curriculum and instruction.
- Assisting in the adoption of curriculum resources to support student learning.
- Overseeing the textbook ordering and inventory for the Academy.

**3. Leadership:**

- Working with the administration team to develop, implement, and evaluate the school's Local Control Accountability Plan in alignment with Elite's mission and vision.
- Conducting synchronous and live observations to help inform decisions and develop support plans.
- Writing grants to aid in meeting the goals of the Continuous Improvement Plan.
- Assisting in the coordination and implementation of state and local testing.
- 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.
- Working and mentoring teachers with students who underperform and creating actions plans for success.
- Working with Student Success team to ensure student success.
- Mentor teachers who are underperforming and provide support for teachers.
- Complete compliance checks throughout the school year and support teachers in fixing compliance errors and issues.

**Required Qualifications:**

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

**Desired Qualifications:**

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

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**Employee Acknowledgement:**

<p>DocuSigned by: Sarah Jaquette</p> <hr/> <p>Employee Signature</p>	<p>Sarah Jaquette</p> <hr/> <p>Printed Name</p>	<p>6/6/2022</p> <hr/> <p>Date</p>
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**MUTUAL AGREEMENT TO ARBITRATE DISPUTES**

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

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

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

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

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

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

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

COMPANY:

DocuSigned by:  

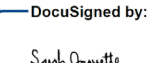

By:

Its: Chief Executive Officer

6/3/2022

DATED:

EMPLOYEE:

DocuSigned by:  


By:

6/6/2022

DATED:



## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: 6/6/2022

DocuSigned by:  
Sarah Goulette  
85F1B0822452414  
NAME

Date: 6/3/2022

DocuSigned by:  
  
A4137E406BF5494...  
By: \_\_\_\_\_  
Its: Chief Executive Officer

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

JULY							AUGUST							SEPTEMBER							OCTOBER							Important Dates						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S							
				1	2		1	2	3	4	5	6					1	2	3	4	5	6	7	8	9	7/1	Contract Start Date							
																										7/1	First Day of School (Year-Round)							
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	11	12	13	14	15	7/4	Independence Day Holiday							
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	18	19	20	21	22	8/29	First Day of School (Traditional)							
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	25	26	27	28	29	9/5	Labor Day Holiday							
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30							11/11	Veteran's Day Holiday							
31																									11/21 - 11/25	Thanksgiving Break								
NOVEMBER							DECEMBER							JANUARY							FEBRUARY							Important Dates						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S							
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7				1	2	3	4	12/19 - 1/6	Winter Break					
																										1/16	MLK Day Holiday							
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	15	16	17	18	2/17 - 2/20	Presidents' Day Weekend								
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	22	23	24	25	3/13 - 3/17	Spring Break								
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	29	30	31	5/29	Memorial Day									
27	28	29	30				25	26	27	28	29	30	31	29	30	31									6/13	Last Day of School - Traditional								
																									6/14	Last Day of School - Year Round								
																									6/30	Contract End Date								
MARCH							APRIL							MAY							JUNE							Key						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S							
			1	2	3	4						1	1	2	3	4	5	6				1	2	3									Contract Start and End Dates	
																																	First & Last Day of School	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	14	15	16	17	4	5	6	7	8	9	10		Paid Holidays (FT)	
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	21	22	23	24	11	12	13	14	15	16	17		Paid Flex (Non-school/contract) Days (FT)	
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	28	29	30	31	17	18	19	20	21	22	23		Professional Development Days	
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31									25	26	27	28	29	30			Track A TOR/CT PD
							30																											



Board Approved March 03, 2022

DocuSigned by:  
*Sarah Gravette*  
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6/6/2022

# Elite Academic Academy 2022/2023 Staffing Calendar - Payroll

Elite Academic Academy 2022/2023 Staffing Calendar - Payroll																														
JULY							AUGUST							SEPTEMBER							OCTOBER							Important Dates		
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
					1	2	1	2	3	4	5	6					1	2	3	1						1	7/4	Independence Day Holiday		
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	2	3	4	5	6	7	8	9/5	Labor Day Holiday
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	3	9	10	11	12	13	14	15	11/11	Veteran's Day Holiday
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	4	16	17	18	19	20	21	22	11/21 - 11/25	Thanksgiving Break
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29	12/19 - 1/6	Winter Break	
31																						30	31						1/16	MLK Day Holiday
																													2/17 - 2/20	Presidents' Day Weekend
NOVEMBER							DECEMBER							JANUARY							FEBRUARY							Important Dates		
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7				1	2	3	4	3/13 - 3/17	Spring Break	
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	16	5	6	7	8	9	10	11	5/29	Memorial Day Holiday
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	17	12	13	14	15	16	17	18		
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	1	19	20	21	22	23	24	25		
27	28	29	30				25	26	27	28	29	30	31	29	30	31						26	27	28						
MARCH							APRIL							MAY							JUNE							Key		
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
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12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	16	11	12	13	14	15	16	17		Monthly/Semi-Monthly Payroll
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	17	18	19	20	21	22	23	24		Holidays
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31					25	26	27	28	29	30			



**August 9, 2022**

**Summer Alexander**

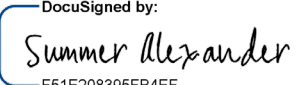
**Re: 22/23 Contract Addendum for Moonshot/CEO Think Tank Stipend**

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

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

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

DocuSigned by:  
  
A4137E406BF5494...  
Meghan Freeman  
Chief Executive Officer

DocuSigned by:  
  
F51E208395FB4EF...  
Summer Alexander  
Lead Teacher of Record - Homeschool

**DocuSigned by:**

*George Baran*


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**Moonshot Stipend - Job Description**

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

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

**Employee Acknowledgement:**

<p><small>DocuSigned by:</small>    <small>F31E206583F64EF...</small></p>	<p>Summer Alexander</p>	<p>8/9/2022</p>
<p>_____ Employee Signature</p>	<p>_____ Printed Name</p>	<p>_____ Date</p>





July 13, 2022

**Summer Alexander**

**Re: 22/23 Contract Addendum**

Effective July 1, 2022, your 22/23 contract (attached) has been amended and your position, with Elite Academic Academy - Mountain Empire, as **Teacher of Record - Homeschool**, will be changed to **Lead Teacher of Record - Homeschool**, and will include a \$10,000 annual (\$833.33/month) Lead stipend (please see the attached job description).

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

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

DocuSigned by:

A4137E406BF5494...

Meghan Freeman

Chief Executive Officer

DocuSigned by:

F51E208395FB4EF...

Summer Alexander

Lead Teacher of Record - Homeschool

**DocuSigned by:**

*George Baran*

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### **Lead Teacher Stipend - Job Description**

**Position Title:** Lead Teacher  
**Department:** Certificated Teaching  
**Reports To:** Program Director (or Designee)  
**FLSA Classification:** Exempt  
**Stipend:** \$10,000-\$20,000 annually depending on experience  
**Classification:** Certificated  
**School Calendar Days:** 12 month Calendar

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**Job Description:** *This is not a stand-alone job description, but a rider to our teaching and exceptional education job descriptions. This payscale is in addition to the teaching position. This teacher must participate, on a regular basis, in the direct education of students; and serve as faculty for professional development activities. A Lead Teacher is responsible for organizing and implementing curriculum and instructional programs for students, and meeting the duties of teaching as outlined in laws and policies. During non-student contact time, this employee is responsible for assisting in the development of standards-based curriculum and assessment opportunities, research-based instructional methods, aligning of materials and resources to curriculum outcomes, and supporting teachers that are under his/her direct supervision.*

#### **General Duties:**

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

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

- Training Induction Teachers, other Lead Teachers, and Mentor Teachers.
- Observing and providing peer assistance for colleagues in the area of compliance.
- Coaching teachers in effective independent study instructional and organizational strategies.
- Using data to adjust practice and supports for Academies and teachers.
- Planning/Leading team meetings to ensure communication with colleagues.
- Assisting in the coordination of all school based professional development opportunities linked to individual professional development plans and job competencies.
- Assisting in the coordination of the program for Induction teachers by communicating with the

*Lead Teacher Stipend Job Description  
Board Approved May 5, 2022*

Human Resources Department and Induction Coordinator.

- Creating documents and training materials for students and teachers to prepare for Virtual Education.

**2. Curriculum:**

- Collaborating with content teachers and TORs to plan and manage the development of standards-based curriculum, instruction, assessment plans, and strategies.
- Ensuring that all curriculum is used effectively as a resource to meet curriculum goals.
- Serving as a liaison between the academy and the Student Support Services, Academic Innovation and Student Development Departments.
- Assisting with identifying and procuring resources staff need to support curriculum and instruction.
- Assisting in the adoption of curriculum resources to support student learning.
- Overseeing the textbook ordering and inventory for the Academy.

**3. Leadership:**

- Working with the administration team to develop, implement, and evaluate the school's Local Control Accountability Plan in alignment with Elite's mission and vision.
- Conducting synchronous and live observations to help inform decisions and develop support plans.
- Writing grants to aid in meeting the goals of the Continuous Improvement Plan.
- Assisting in the coordination and implementation of state and local testing.
- 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.
- Working and mentoring teachers with students who underperform and creating actions plans for success.
- Working with Student Success team to ensure student success.
- Mentor teachers who are underperforming and provide support for teachers.
- Complete compliance checks throughout the school year and support teachers in fixing compliance errors and issues.

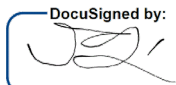
**Required Qualifications:**

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

**Desired Qualifications:**

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

**Employee Acknowledgement:**

 F81E208395FB4EF... Employee Signature	Summer Alexander Printed Name	7/14/2022 Date
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## AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Mountain Empire

and

Name: Summer Alexander

in the position of

Title: Teacher of Record - Homeschool

June 1, 2022

Summer Alexander  
26947 Amber Glen Court  
Murrieta, CA 92563

Dear Summer,

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

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

1. Job Duties. Your job duties are detailed in the attached job description (Exhibit A) and you will report to the Director of Homeschool, or designee.
2. At-Will Employment. Your employment at the School is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation, and benefits, as well as our personnel policies and procedures, may change from

time-to-time, the “at will” nature of your employment may only be changed in a document signed by you and the CEO of the School.

3. Work Hours. You are compensated for the general value of services you perform and not for the amount of time you spend on the job. Thus, you will generally be paid your set salary notwithstanding the number of hours you work. However, to ensure that you can be reached by your supervisor and communicate with those individuals who will assist you in performing your job duties, you are generally expected to work Monday to Friday during normal business hours.

4. Compensation. Due to funding uncertainties generally, and more specifically associated with the School’s required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum annual salary of \$80,665 (or \$6,722.08 per month), less applicable withholdings, for 221 days of work (\$365/day) (see calendar attached) including 2 days of Professional Development (see above), which amount may be adjusted upward during or at the conclusion of the academic year by the School’s governing board in its sole discretion. You will also receive a stipend of \$150.00 a month for travel and mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26<sup>th</sup> of each month. Salary increases and annual bonuses may be awarded at the end of each calendar year, at the sole and absolute discretion of the CEO, based upon, among other things, your performance and the School’s overall performance during the calendar year.

5. Benefits. You will be eligible for all benefits as generally offered to similarly situated employees of the School, including contributions to California State Teachers Retirement System, as further described in our Employee Handbook. The School also offers Health and Welfare benefits, after one month of employment, totaling \$10,800 a year (or \$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. You may “opt out” of medical insurance provided by the Charter and retain a monthly allotment of \$200. For more information, please see the plan benefits.

6. Arbitration. It is a condition of your employment that you review our Arbitration Agreement (attached) which provides that any disputes between you and the School be submitted to binding arbitration. You should notify the School in writing of any complaints you have with respect to your employment so that any issues can immediately be addressed and rectified.

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

8. Equal Employment Opportunity. The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver’s license, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under

the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.

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

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

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

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

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

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

Sincerely,

DocuSigned by:  

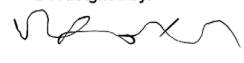

Meghan Freeman  
CEO

6/3/2022

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

AGREED TO AND ACCEPTED BY:

Employee: Summer Alexander

DocuSigned by:  
  
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Signature: \_\_\_\_\_

6/3/2022

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



## Teacher of Record - Homeschool

### *Job Description*

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

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### **Position Summary:**

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

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

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

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



received and Human Resources notifying the immediate supervisor of this clearance.

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

**General Skills:**

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

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

**Professional Support:**

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

**Responsibilities:**

- Develop an educational plan with each family at the beginning of each learning period.
- Maintain daily communication through live and synchronous sessions with students and parents/guardians through online platform, email, and telephone communication.
- Evaluate, update, and document student progress towards the educational plan and Common Core State Standards by examining the entire body of student learning at the monthly Academic Consultation and engaging the student through evaluative discussion and observation.
- Collect work samples each learning period and use those samples to create a record of each students' learning.
- Stay current with school policy and procedure.
- Complete the required paperwork and documentation for each student according to individual deadlines.
- Responsible for synchronous and live sessions to support increased student engagement and grade level mastery.
- Advise and support parents and students.
- Ensure students' academic needs are met by ordering, researching, and suggesting curriculum.
- Suggest and provide information regarding available educational opportunities.
- Proactively seek information on high school curriculum and course work.
- Stay current with UC A-G requirements, school policy and procedure.
- Work with Program Director to ensure high school requirements are being met.
- Design Custom High School Courses according to student need.
- Maintain an accurate online budget for each student-make sure funds are spent according to academic priority—curriculum, tutoring, and then enrichment.
- Communicate school information to the parents/students.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Attend IEP and other required meetings for assigned students.
- Use computer technology, email, the Internet, and other technology.
- Attend mandatory teacher trainings and weekly meetings/mentoring sessions.
- Complete online and other trainings as determined as necessary by the school.
- Proctor state mandated tests and administer any charter required assessments, such as the i-Ready assessment, easyCBM, etc.
- Support high school students and parents with high school planning.
- Evaluate student transcripts for graduation/completion purposes.
- May perform other duties commensurate with the functions and level of the position.

**Paperwork and Documentation:**

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

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

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

**Advice and Support:**

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

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

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

**Other Duties**

- Proctoring duties as needed during the testing window.
- Plan two field trips per year and create educational materials to support the field trip. This includes but is not limited to worksheets to be completed on the field trip, before or after.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; and ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Perform other duties as assigned.

**Use of Computer Technology:**

To perform this job successfully, an individual should have general knowledge of database software, how to use the internet to find information and complete tasks, email usage, order processing systems, spreadsheet software, and word processing software. The employee is expected to acquire and maintain a working computer with an internet connection and a printer. The employee should be familiar with videochat platforms in order to support students virtually and attend meetings, as applicable.

**Physical Demands:**

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

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


**Work Environment:**

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

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

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**Employee Acknowledgement:**

	Summer Alexander	6/3/2022
Employee Signature	Printed Name	Date



**MUTUAL AGREEMENT TO ARBITRATE DISPUTES**

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

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

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

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

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

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

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

COMPANY:

By:

Its: Chief Executive Officer

6/3/2022

DATED:

EMPLOYEE:

By:

6/3/2022

DATED:



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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

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

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

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



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

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

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

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

- A. No Disclosure. Employee will not use, disclose, or disseminate in any manner whatsoever any Confidential Information, either directly or indirectly, either during employment with the School or following termination of employment, except as required in the course of employment with the School, or as expressly authorized in writing by an officer or manager of the School.
- B. No Reproduction or Removal. Employee will not reproduce in any manner, or remove from the School or Employee's work location, any Confidential Information, whether or not recorded in writing, by sound or visual means, on computer or computer disk or by any other means, either during employment with the School or following termination of employment, except as required in the course of employment with the School, or expressly authorized in writing by an officer of the School.
- C. Duty to Prevent Disclosure. Employee will take all precautions reasonably necessary to prevent the unauthorized use, disclosure, or dissemination of Confidential Information either during employment with the School or following termination of employment with the School.
- D. Required Disclosure. Notwithstanding Sections A, B and C above, in the event that Employee is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other similar process in legal proceedings) to disclose any of the Confidential Information, Employee shall provide the School with prompt written notice of any such request

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

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

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

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

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

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

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

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

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


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

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

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

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

Date: 6/3/2022

DocuSigned by:  
  
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NAME

Date: 6/3/2022

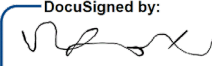
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By: \_\_\_\_\_  
Its: Chief Executive Officer

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

JULY							AUGUST							SEPTEMBER							OCTOBER							Important Dates		
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
					1	2	1	2	3	4	5	6				1	2	3	4							1	7/1	Contract Start Date		
																			1								7/1	First Day of School (Year-Round)		
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	11	12	13	14	15	7/4	Independence Day Holiday			
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	18	19	20	21	22	8/29	First Day of School (Traditional)			
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	25	26	27	28	29	9/5	Labor Day Holiday			
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30							11/11	Veteran's Day Holiday			
31																									11/21 - 11/25	Thanksgiving Break				
																					12/19 - 1/6		Winter Break							
NOVEMBER							DECEMBER							JANUARY							FEBRUARY							1/16		MLK Day Holiday
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7				1	2	3	4	2/17 - 2/20	Presidents' Day Weekend	
													1	2	3	4	5	6	7								3/13 - 3/17	Spring Break		
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11	5/29	Memorial Day	
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18	6/13	Last Day of School - Traditional	
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25	6/14	Last Day of School - Year Round	
27	28	29	30				25	26	27	28	29	30	31	29	30	31					26	27	28					6/30	Contract End Date	
MARCH							APRIL							MAY							JUNE							Key		
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
			1	2	3	4						1	1	2	3	4	5	6					1	2	3	Contract Start and End Dates				
																										First & Last Day of School				
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10	Paid Holidays (FT)		
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17	Paid Flex (Non-school/contract) Days (FT)		
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24	Professional Development Days		
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30		Track A TOR/CT PD		
							30																							



Board Approved March 03, 2022

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# Elite Academic Academy 2022/2023 Staffing Calendar - Payroll

Elite Academic Academy 2022/2023 Staffing Calendar - Payroll																														
JULY							AUGUST							SEPTEMBER							OCTOBER							Important Dates		
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
					1	2	1	2	3	4	5	6					1	2	3							1	7/4	Independence Day Holiday		
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	2	3	4	5	6	7	8	9/5	Labor Day Holiday
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	3	9	10	11	12	13	14	15	11/11	Veteran's Day Holiday
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	4	16	17	18	19	20	21	22	11/21 - 11/25	Thanksgiving Break
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29	12/19 - 1/6	Winter Break	
31																						30	31						1/16	MLK Day Holiday
NOVEMBER							DECEMBER							JANUARY							FEBRUARY							Important Dates		
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
		1	2	3	4	5				1	2	3	1	2	3	4	5	6	7				1	2	3	4	3/13 - 3/17	Spring Break		
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	16	5	6	7	8	9	10	11	5/29	Memorial Day Holiday
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	17	12	13	14	15	16	17	18		
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	1	19	20	21	22	23	24	25		
27	28	29	30				25	26	27	28	29	30	31	29	30	31						26	27	28						
MARCH							APRIL							MAY							JUNE							Key		
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
			1	2	3	4						1			1	2	3	4	5	6	14				1	2	3		Semi-Monthly Payroll	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	15	4	5	6	7	8	9	10		Monthly/Semi-Monthly Payroll
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	16	11	12	13	14	15	16	17		Holidays
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	17	18	19	20	21	22	23	24		
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31					25	26	27	28	29	30			
							30																							



Board Approved March 03, 2022

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**August 9, 2022**

**Kris Mason**

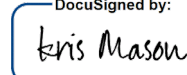
**Re: 22/23 Contract Addendum for Moonshot/CEO Think Tank Stipend**

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

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

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

DocuSigned by:  
  
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Meghan Freeman  
Chief Executive Officer

DocuSigned by:  
  
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Kris Mason  
Assistant Director of Homeschool

**DocuSigned by:**

*George Baran*


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**Moonshot Stipend - Job Description**

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

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

**Employee Acknowledgement:**

<p><small>DocuSigned by:</small>    <small>BD9C2DB90BDF436...</small></p>	Kris Mason	8/9/2022
Employee Signature	Printed Name	Date





**AT-WILL EMPLOYMENT AGREEMENT**

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

**and**

**Name: Kristine Mason**

in the position of

**Title: Assistant Director of Homeschool**

June 1, 2022

Kristine Mason  
11937 Royal Road #C  
El Cajon, CA 92021

Dear Kris,

We are pleased to offer you the position of **full-time exempt Assistant Director of Homeschool** with Elite Academic Academy - Mountain Empire (the "School") commencing July 1, 2022. We are delighted you chose to join the Elite Academic Academy team and are confident you will enjoy it here. The purpose of this letter is to summarize the terms of your employment with the School as set forth in this At-Will Employment Agreement (the "Agreement"), should you accept our offer. This offer of employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks.

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

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

3. Work Hours. You are compensated for the general value of services you perform and not for the amount of time you spend on the job. Thus, you will generally be paid your set salary notwithstanding the number of hours you work. However, to ensure that you can be reached by your supervisor and communicate with those individuals who will assist you in performing your job duties, you are generally expected to work Monday to Friday during normal business hours.
4. Best Efforts. You agree that you will at all times faithfully, industriously, and to the best of your ability perform all of the duties that may be required of you by the School which shall include:
  - a. Fulfilling the job duties and functions enumerated in the job description, attached hereto as Exhibit A;
  - b. Such other duties as assigned by the Board of the School or your supervisor from time-to-time as necessary in the School's discretion and judgment to effectuate the purposes of this Agreement including assignments that are in addition to those expressly described in this Agreement or its Exhibit A;
  - c. Attending any scheduled School events or training or planning sessions before or during the school year if requested by your direct supervisor; and
  - d. Following and abiding by the School's policies and procedures as adopted and amended from time-to-time, including those policies and procedures set forth in the School's current Employee Handbook, which may be amended from time to time at the sole discretion of the School.
5. Non-Competition During Employment. You agree that while you are working for the School, you will not render services in person or by electronic means, paid or otherwise, to any other entity, unless prior written approval is given by the CEO.
6. Compensation. Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum annual salary of \$105,000 (or \$8,750.00 per month), less applicable withholdings, for 228 days of work (see calendar attached), which amount may be adjusted upward during or at the conclusion of the academic year by the School's governing board in its sole discretion. You will also receive a stipend of \$250.00 a month for travel and mileage (in lieu of mileage reimbursement), a \$125.00 monthly stipend in honor of your Masters degree, and a \$5,000 annual (\$416.67/month) MTSS stipend (please see the attached job description). You will be paid once a month on, or before, the 26<sup>th</sup> of each month. Salary increases and annual bonuses may be awarded at the end of each calendar year, at the sole and absolute discretion of the CEO, based upon, among other things, your performance and the School's overall performance during the calendar year.
7. Benefits. You will be eligible for all benefits as generally offered to similarly situated employees of the School, including contributions to California State Teachers Retirement System, as further described in our Employee Handbook. The School also offers Health and

Welfare benefits, after one month of employment, totaling \$10,800 a year (or \$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. You may “opt out” of medical insurance provided by the Charter and retain a monthly allotment of \$200. For more information, please see the plan benefits.


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

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

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

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

Sincerely,

DocuSigned by:  
  
A4137E406BF5494...  
Meghan Freeman, CEO

CEO/Designee Signature:

6/3/2022  
Date:

AGREED TO AND ACCEPTED BY:

Kristine Mason

Employee Signature:

DocuSigned by:  
  
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6/6/2022  
Date:

Address: 11937 Royal Road #C El Cajon, CA 92021

Telephone: 619 244-6184



## Assistant Director of Homeschool

### *Job Description*

<b>Position Title:</b>	Assistant Director of Homeschool
<b>Reports To:</b>	Director of Homeschool, or designee
<b>FLSA Status:</b>	Exempt
<b>School Classification:</b>	Certificated Administration
<b>Pay Range:</b>	Starting at \$90,000
<b>Work Schedule:</b>	12 months
<b>Location:</b>	Remote Office

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**Position Summary:** *The Assistant Director of Homeschool has the responsibility, along with the Director of Homeschool, for all operational functions of the Charter School's Homeschool program.*

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

- BA or BS required, advanced degree preferred.
- A valid, current, and appropriate California state school administrator or teacher credential. A copy of credential to be provided and kept current.
- A minimum of five years experience in educational leadership, Charter school leadership, or teaching preferred. Experience with progressively increasing levels of responsibility in leadership/mentoring – work experience in a non-education context will also be considered.
- Strong administrative/organizational/time-management skills required with a demonstrated capacity to multitask/prioritize, and work independently with limited direction.
- Knowledge of California laws and regulations for Public and Charter Schools, budget development and management, and implementation of curriculum and educational reform models.
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.

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

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

#### **Strategic Planning:**

In collaboration with the Homeschool Director

- Contribute to the academic program's strategic plan.
- Contribute and coordinate the development of the academic program, including the academic and enrichment programs offered.
- Oversee the effective management and implementation of the academic programs offered through various means, including direct instruction, online instruction, enrichment courses, etc.
- Collaborate with the Director in effective instructional approaches and accountability for Homeschool Staff and Teachers.

#### **Educational Leadership:**

In collaboration with the Homeschool Director

- Provide leadership to the program staff in determining instructional objectives and identifying Charter and program needs as the basis for developing long-range and short-range plans.
- Oversee academic advisement in accordance with policies established by the Board of Directors.
- Maintain good working relationships with staff, directing and implementing lines of communication with employees.
- Foster a climate of innovation and collaborative creative problem solving with Charter personnel, students, parents, community partners, and community.
- Keep informed of current educational philosophy, practices and public policies by advanced study, by visiting other Charters, by attending educational conferences and workshops, and by reading current professional literature.
- Lead curriculum development team in order to develop, adapt, and use instructional materials to teach students of varying physical, emotional, and mental aptitudes.
- Assist teachers with curriculum decisions and implementation.

#### **Operational Management:**

In collaboration with the Homeschool Director

- Provide training and support to teachers, students and families.
- Oversee teachers to ensure quality education and student success.
- Direct the evaluation and make all recommendations for retention, discipline, or dismissal of employees, supported by accurate and adequate records.

- Interview and recommend employee hiring, promotion, discipline, and/or dismissal.
- Track and evaluate performance of student completion rates.
- Assist teachers with curriculum decisions, ordering, and implementation.
- Ensure assessments are completed and data used for student growth and program improvement.
- Ensure use of educational funds in appropriate, designated manner.

**Attendance Compliance:**

In collaboration with the Homeschool Director

- Take responsible steps to secure full and regular attendance at school of the students enrolled in accordance with policies established by the Board of Directors.
- Ensure teachers complete compliance paperwork.
- Report any anomalies or concerns to the Chief Operating Officer.
- Help Chief Operating Officer and Operations Lead develop ADA monitoring and collection strategies and policies.

**Student Performance:**

In collaboration with the Homeschool Director

- Monitor, assess and direct tutors and teachers in instructional methods.
- Work with tutors and teachers to increase completion rates of students.
- Oversee student discipline issues.
- Oversee SPED and ESL at the school in accordance with school policies.
- Participate in IEP meetings, as necessary.
- Communicate with parents when major issues arise about individual students.

**General Expectations**

In collaboration with the Homeschool Director

- Support the mission, vision, and goals of Elite Academic Academy.
- Serve as a contributing member of the Charter staff and collaborate with team members to achieve the school's goals.
- Complete and submit required documents as requested or required by the Charter and/or Board of Directors and/or the District.
- Participate in and develop professional development workshops as needed.
- Create and maintain a safe, supportive, and effective learning environment.
- Support teachers with evaluating students' academic and social growth through multiple measures.
- Assist with implementation of school-adopted assessment program(s). Assist with facilitation of required testing and assessments.
- Assist teachers and students with Community College and CTE class enrollments.

- Identify student needs and cooperate with other professional staff members in assessing and helping solve students' health, attitude, and learning challenges.
- Maintain professional competence through professional development educational activities.
- Provide employee evaluations.
- Utilize technology as a means of educating and communicating.

**Other Duties:**

- Document and report to the school's management all formal disciplinary actions involving students and staff; addressing and resolving complaints from students, parents, and staff in a timely manner; ensuring compliance with the school's Uniform Complaint Policy; the school's Uniform Technology Policy; and the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Perform other duties as assigned.

**Use of Computer Technology:**

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

**Physical Demands:**

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

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

**Work Environment:**

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

- Noise level is generally moderate




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

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**Employee Acknowledgement:**

<p>DocuSigned by: <i>Kris Mason</i> BD9C2DB96BEF436...</p> <hr/> <p>Employee Signature</p>	<p>Kris Mason</p> <hr/> <p>Printed Name</p>	<p>6/6/2022</p> <hr/> <p>Date</p>
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**DocuSigned by:**

  
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### **MTSS Stipend - Job Description**

<b>Position Title:</b>	MTSS Stipend
<b>Department:</b>	Certificated Teaching
<b>Reports To:</b>	Program Director (or Designee)
<b>FLSA Classification:</b>	Exempt
<b>Stipend:</b>	\$5,000 to 25,000 annually depending on experience
<b>Classification:</b>	Certificated
<b>School Calendar Days:</b>	186-225 Day Calendar

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**Job Description:** *This is not a stand-alone job description, but a rider to our teaching and/or various exceptional education job descriptions. This payscale supersedes the teaching, or other certificated, position. This position will provide direct intervention and progress monitoring for students who need academic and/or engagement support. Activities may include coordinating intervention programs for identified students, identifying curriculum and instructional support for Content Teachers and Teachers of Record, including effective intervention strategies, and implementing specialized services to meet the needs of each and every student. In addition, this position will assist in developing a systematic school-wide approach to MTSS.*

**General Duties:**

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

- Provide MTSS support to, or as, the Teacher of Record for identified students.
- Provide students with direct intervention support services through weekly synchronous lessons.
- Use data, such as progress reports, assignment feedback, and school assessments, to determine and provide the skills development needed for a student to become academically proficient.
- Provide data for SST and 504 meetings and communicate with parents, teachers, staff regarding progress or further interventions needed.

*MTSS Stipend Job Description  
Board Approved May 5, 2022*

- Participate in Student Support Team meetings to assist in coordination of intervention services for all students receiving MTSS support.
- Identify and promote opportunities/additional potential resources that would improve students' academic outcomes.
- Monitor the progress of the entire caseload, maintain records, complete compliance requirements, and communicate with parents and content teachers.
- Coordinate and facilitate the implementation of academic and social-emotional interventions for students in need of support towards meeting course standards.

**Desired Qualifications:**

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

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**Employee Acknowledgement:**

DocuSigned by:  
*Kris Mason*

BD9C2DB96BEF436...

Kris Mason

6/6/2022

Employee Signature

Printed Name

Date



### MUTUAL AGREEMENT TO ARBITRATE DISPUTES

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

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

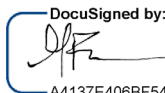
Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”) or in accordance with the rules of another similar organization agreed to by the Parties. A current copy of the AAA Rules is available at [www.adr.org](http://www.adr.org) and from Elite Academic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


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

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

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

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

COMPANY:   
 By: \_\_\_\_\_  
 Its: Chief Executive Officer  
 6/3/2022  
 DATED: \_\_\_\_\_

EMPLOYEE:   
 By: \_\_\_\_\_  
 6/6/2022  
 DATED: \_\_\_\_\_



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

Date: 6/6/2022

DocuSigned by:  
*Kris Mason*  
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NAME

Date: 6/3/2022

DocuSigned by:  
*[Signature]*  
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By: \_\_\_\_\_  
Its: Chief Executive Officer

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

EAA 2022/2023 Staffing Calendar – 228 (12 month – Director) Employee																															
JULY							AUGUST							SEPTEMBER							OCTOBER							Important Dates			
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	7/1	Contract Start Date		
				1	2		1	2	3	4	5	6					1	2	3	1						1	7/1	First Day of School (Year-Round)			
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	2	3	4	5	6	7	8	7/4	Independence Day Holiday	
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	3	9	10	11	12	13	14	15	8/29	First Day of School (Traditional)	
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	4	16	17	18	19	20	21	22	9/5	Labor Day Holiday	
24	25	26	27	28	29	30	28	29	30	31			25	26	27	28	29	30		23	24	25	26	27	28	29	11/11	Veteran's Day Holiday			
31																				30	31						11/21 - 11/25	Thanksgiving Break			
																											12/19 - 1/6	Winter Break			
NOVEMBER							DECEMBER							JANUARY							FEBRUARY							Important Dates			
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	1/16	MLK Day Holiday		
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7				1	2	3	4	2/17 - 2/20	Presidents' Day Weekend		
						10							13	1	2	3	4	5	6	7								3/13 - 3/17	Spring Break		
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	16	5	6	7	8	9	10	11	5/29	Memorial Day	
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	17	12	13	14	15	16	17	18	6/13	Last Day of School - Traditional	
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	1	19	20	21	22	23	24	25	6/14	Last Day of School - Year Round	
27	28	29	30				25	26	27	28	29	30	31	29	30	31					26	27	28					6/30	Contract End Date		
MARCH							APRIL							MAY							JUNE							Key			
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		Contract Start and End Dates		
			1	2	3	4						1			1	2	3	4	5	6					1	2	3		First & Last Day of School		
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	15	4	5	6	7	8	9	10		Paid Holidays (FT)	
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	16	11	12	13	14	15	16	17		Paid Flex (Non-school/contract) Days (FT)	
19	20	21	22	23	24	25	16	17	18	19	20	21	22	12	21	22	23	24	25	26	27	17	18	19	20	21	22	23	24		Professional Development Days
26	27	28	29	30	31		23	24	25	26	27	28	29	13	28	29	30	31				25	26	27	28	29	30				



Board Approved March 03, 20 2

DocuSigned by:  
  
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August 9, 2022

Re: **Breann Klepach** Employment Status

**Breann,**

Per your temporary contract signed May 25, 2022, your employment with Elite Academic Academy – Mountain Empire is complete. Your last date of work was August 09, 2022.

You will receive your final paycheck (for any hours worked between August 1, 2022 and August 9, 2022), no later than August 12, 2022.


Should you be in possession of any company-owned property, please return it within 3 days. You can hand-deliver, or mail, these items to our Temecula business office: 43414 Business Park Drive, Temecula, CA 92590.

Attached to this letter, please find the following:

1. Notice to Employee as to Change in Relationship
2. Final Paycheck Acknowledgment

Thank you for your service.

Sincerely,

DocuSigned by:  
  
E52A6A160B834C3...

Tracy J. Hasper, Esq. - Chief Personnel Officer



August 9, 2022

**Re: Ryan Mounce Employment Status**

**Ryan,**

Per your temporary contract signed June 16, 2022, your employment with Elite Academic Academy – Mountain Empire is complete. Your last date of work was August 09, 2022.

You will receive your final paycheck (for any hours worked between August 1, 2022 and August 9, 2022), no later than August 12, 2022.

Should you be in possession of any company-owned property, please return it within 3 days. You can hand-deliver, or mail, these items to our Temecula business office: 43414 Business Park Drive, Temecula, CA 92590.

Attached to this letter, please find the following:

1. Notice to Employee as to Change in Relationship
2. Final Paycheck Acknowledgment

Thank you for your service.

Sincerely,

DocuSigned by:  
*Tracy Hasper*  
F52A6A160B834C3...

Tracy J. Hasper, Esq. - Chief Personnel Officer



August 12, 2022

Re: **Alyssa Bobczynski Employment Status**

**Alyssa,**

Per your temporary contract signed June 5, 2022, your employment with Elite Academic Academy – Mountain Empire is complete.

You will receive your final paycheck (for any hours worked in August 2022), by August 17, 2022.


Should you be in possession of any company-owned property, please return it within 3 days. You can hand-deliver, or mail, these items to our Temecula business office: 43414 Business Park Drive, Temecula, CA 92590.

Attached to this letter, please find the following:

1. Notice to Employee as to Change in Relationship
2. Final Paycheck Acknowledgment

Thank you for your service.

Sincerely,

DocuSigned by:  
  
F52A6A160B834C3...

Tracy J. Hasper, Esq. - Chief Personnel Officer



August 9, 2022

Re: **Beth Enlow Employment Status**

**Beth,**

Per your temporary contract signed May 28, 2022, your employment with Elite Academic Academy – Mountain Empire is complete. Your last date of work was August 9, 2022.

You will receive your final paycheck (for any hours worked between August 1, 2022 and August 9, 2022), no later than August 12, 2022.


Should you be in possession of any company-owned property, please return it within 3 days. You can hand-deliver, or mail, these items to our Temecula business office: 43414 Business Park Drive, Temecula, CA 92590.

Attached to this letter, please find the following:

1. Notice to Employee as to Change in Relationship
2. Final Paycheck Acknowledgment

Thank you for your service.

Sincerely,

DocuSigned by:  
  
E52A6A180B834C3...

Tracy J. Hasper, Esq. - Chief Personnel Officer





August 9, 2022

**Re: Jason Bornn Employment Status**

**Jason,**

Per your temporary contract signed May 19, 2022, your employment with Elite Academic Academy – Mountain Empire is completed. Your last date of work was August 09, 2022.

You will receive your final paycheck (for any hours worked between August 1, 2022 and August 9, 2022), no later than August 12, 2022.

Should you be in possession of any company-owned property, please return it within 3 days. You can hand-deliver, or mail, these items to our Temecula business office: 43414 Business Park Drive, Temecula, CA 92590.

Attached to this letter, please find the following:

1. Notice to Employee as to Change in Relationship
2. Final Paycheck Acknowledgment

Thank you for your service.

Sincerely,

DocuSigned by:  
  
F52A6A160B834C3...

Tracy J. Hasper, Esq. - Chief Personnel Officer



August 9, 2022

Re: **Juan Merida** Employment Status

**Juan,**

Per your temporary contract signed June 21, 2022, your employment with Elite Academic Academy – Mountain Empire is completed. Your last date of work was August 09, 2022.

You will receive your final paycheck (for any hours worked between August 1, 2022 and August 9, 2022), no later than August 12, 2022.

Should you be in possession of any company-owned property, please return it within 3 days. You can hand-deliver, or mail, these items to our Temecula business office: 43414 Business Park Drive, Temecula, CA 92590.

Attached to this letter, please find the following:

1. Notice to Employee as to Change in Relationship
2. Final Paycheck Acknowledgment

Thank you for your service.

Sincerely,

DocuSigned by:  
*Tracy Hasper*  
F52A6A160B834C3...

Tracy J. Hasper, Esq. - Chief Personnel Officer



August 9, 2022

**Re: Lisa Martinez Stehle Employment Status**

Lisa,

Per your temporary contract signed June 21, 2022, your employment with Elite Academic Academy – Mountain Empire is complete. Your last date of work was August 09, 2022.

You will receive your final paycheck (for any hours worked between August 1, 2022 and August 9, 2022), no later than August 12, 2022.

Should you be in possession of any company-owned property, please return it within 3 days. You can hand-deliver, or mail, these items to our Temecula business office: 43414 Business Park Drive, Temecula, CA 92590.

Attached to this letter, please find the following:

1. Notice to Employee as to Change in Relationship
2. Final Paycheck Acknowledgment

Thank you for your service.

Sincerely,

DocuSigned by:  
*Tracy Hasper*  
F52A6A160B834C3...

Tracy J. Hasper, Esq. - Chief Personnel Officer



August 9, 2022

Re: **Melissa Cole** Employment Status

**Melissa,**

Per your temporary contract signed May 25, 2022, your employment with Elite Academic Academy – Mountain Empire is complete. Your last date of work was August 09, 2022.

You will receive your final paycheck (for any hours worked between August 1, 2022 and August 9, 2022), no later than August 12, 2022.

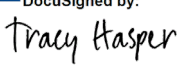
Should you be in possession of any company-owned property, please return it within 3 days. You can hand-deliver, or mail, these items to our Temecula business office: 43414 Business Park Drive, Temecula, CA 92590.

Attached to this letter, please find the following:

1. Notice to Employee as to Change in Relationship
2. Final Paycheck Acknowledgment
3. Company Property Form

Thank you for your service.

Sincerely,

DocuSigned by:  
  
F52A6A160B834C3...

Tracy J. Hasper, Esq. - Chief Personnel Officer



August 9, 2022

**Re: Raenelle McDougal Employment Status**

**Raenelle**,

Per your temporary contract signed May 4, 2022 your employment with Elite Academic Academy – Mountain Empire is complete. Your last date of work was August 09, 2022.

You will receive your final paycheck (for any hours worked in August 2022), on 08/12/22.

Should you be in possession of any company-owned property, please return it within 3 days. You can hand-deliver, or mail, these items to our Temecula business office: 43414 Business Park Drive, Temecula, CA 92590.

Attached to this letter, please find the following:

1. Notice to Employee as to Change in Relationship
2. Final Paycheck Acknowledgment

Thank you for your service.

Sincerely,

DocuSigned by:  
  
F52A6A160B834C3

Tracy J. Hasper, Esq. - Chief Personnel Officer



August 1, 2022

Re: **Emma Sakaguchi** Employment Status

**Emma,**

Per your communication with Catherine Heredia, you have resigned from your Temporary employment contract with Elite Academic Academy - Mountain Empire effective immediately. The last date you worked was July 15, 2022.

You received your final paycheck (which include any/all hours worked in the month of July) via direct deposit on July 26, 2022.

Should you be in possession of any company-owned property, please return it within 3 days. You can hand-deliver, or FedEx (please advise if you would like us to send you a label), these items to our Temecula business office: 43414 Business Park Drive, Temecula, CA 92590.

Attached to this letter, please find the following:

1. Notice to Employee as to Change in Relationship
2. Final Paycheck Acknowledgment
3. Company Property Form

Thank you for your service.

Sincerely,

DocuSigned by:  
*Tracy Hasper*

F52A6A160B834C3...

Tracy J. Hasper, Esq. - Chief Personnel Officer



**Resolution recognizing a state of emergency and authorizing teleconferenced meetings pursuant to AB 361**

WHEREAS, in response to the novel coronavirus (“COVID-19”) pandemic, Governor Newsom adopted a series of Executive Orders allowing the legislative bodies of local governments to meet remotely via teleconference so long as other provisions of the Ralph M. Brown Act (“Brown Act”) were followed; and

WHEREAS, on Sept. 16, 2021, Governor Newsom signed AB 361, which immediately amended the Brown Act allowing governing boards to continue holding virtual meetings outside the teleconferencing requirements of Government Code section 54953(b), if the board makes a finding that there is a proclaimed State of Emergency, and either (1) state or local officials have imposed or recommended social distancing measures, or (2) meeting in person would present imminent risks to the health or safety of attendees due to the emergency; and

WHEREAS, on March 4, 2020, Governor Newsom declared a statewide emergency arising from COVID-19 pursuant to Government Code section 8625; and  
WHEREAS, social distancing measures have been imposed to mitigate the spread of COVID-19; and

WHEREAS, the governing board of the Elite Academic Academy- Mountain Empire believes the spread of COVID-19 poses an imminent risk to the health and safety of in person meeting attendees; and WHEREAS, the governing board is committed to open and transparent governance in compliance with the Brown Act; and WHEREAS, the governing board is conducting virtual meetings by way of telephonic and/or internet-based services as to allow members of the public to fully participate in meetings and offer public comment.

NOW THEREFORE, BE IT RESOLVED, that the recitals set forth above are true and correct and fully incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED, that the governing board of the Elite Academic Academy-Mountain Empire recognizes that a State of Emergency in the State of California continues to exist due to the COVID-19 pandemic.

BE IT FURTHER RESOLVED, that the governing board recognizes that social distancing measures remain recommended by state and local officials.

BE IT FURTHER RESOLVED, that the governing board finds that holding in-person meetings would present imminent risks to the health or safety of attendees due to the cause of the State of Emergency and that the cause of the State of Emergency directly impacts the ability of the governing board members to meet safely in person.

BE IT FURTHER RESOLVED, the governing board of the Elite Academic Academy-Mountain Empire authorizes the use of teleconferencing for all meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act, for a period of thirty (30) days from the adoption of this resolution, or such a time that the Governing Board adopts a subsequent resolution in accordance with Government Code section 54953(e)(3).

Adopted this day of the month of in 2022.

Motion made by:

Second made by:

List members voting "aye:"

List members voting "no:"

List members abstaining:

List members



## AMENDED AND RESTATED TERMS LETTER

Dated as of August 22, 2022

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

Reference: Receivables Purchase Agreement

Ladies and Gentlemen:

Reference is made to that certain Receivables Purchase Agreement dated as of September 21, 2021, as amended from time to time (“Receivables Purchase Agreement”), by and among CHARTER SCHOOL CAPITAL, INC., a Delaware corporation, as purchaser (“Purchaser”), and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE, a California nonprofit public benefit corporation, as operator (in such capacity, “Seller”) and on behalf of ELITE ACADEMIC ACADEMY - MOUNTAIN EMPIRE. This letter is the “Terms Letter” as defined in the Receivables Purchase Agreement and amends and restates each other Terms Letter between the parties executed in connection with the Receivables Purchase Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Receivables Purchase Agreement.

The parties hereto agree as follows:

1. Definitions

“Agreement Termination Date” means September 20, 2022.

“Attesting Party” means Elite Academic Academy - Mountain Empire.

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

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

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

“Depository” or “Depository Bank” means U.S. Bank National Association.

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

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

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

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

“Manager” means N/A.

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

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

“Purchaser’s E-Mail Address” means [legal@charterschoolcapital.com](mailto:legal@charterschoolcapital.com).

“Purchase Limit” means the lesser of (i) \$3,500,000.00 of Gross Receivables Value and (ii) \$2,798,500.00 of Initial Purchase (Face Value).

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

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

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

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

the Purchase Price for sales of Receivables occurring in the future may change based on fluctuations in the LIBOR and Prime Rate and differences among types of Receivables.

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

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

*[Signature page follows]*

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

Very truly yours,

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

DocuSigned by:  
By: Brad Coburn  
Name: Brad Coburn  
Title: Chief Investment Officer

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

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

DocuSigned by:  
By: Ronald Jackson  
Name: Ronald Jackson  
Title: Board Treasurer

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

DocuSigned by:  
By: Morgen Oelckers  
Name: Morgen Oelckers  
Title: Board President

## SCHEDULE I

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

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

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

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

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

## BILL OF SALE

This Bill of Sale, dated as of August 22, 2022 (hereinafter the “Closing Date”) is executed and delivered pursuant to the Receivables Purchase Agreement dated as of September 21, 2021 (as amended from time to time, the “RPA”), among ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE, a California nonprofit public benefit corporation (“Seller”), ELITE ACADEMIC ACADEMY - MOUNTAIN EMPIRE (“Attesting Party”) and CHARTER SCHOOL CAPITAL, INC., a Delaware corporation (“Purchaser”). Capitalized terms used herein that are not otherwise defined herein shall have the meanings set forth in the RPA.

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

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

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

a. The aggregate Gross Receivables Value of the Receivables equals \$1,248,782.00, as more particularly detailed on Schedule II hereto.

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

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

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

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

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

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

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

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

ABA:	322271627
Bank Acct. #	260772337

*[Signature page follows]*

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

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

DocuSigned by:  
By: Ronald Jackson  
Name: Ronald Jackson  
Title: Board Treasurer

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

DocuSigned by:  
By: Morgen Oelckers  
Name: Morgen Oelckers  
Title: Board President



## SCHEDULE I

All of the right of Seller and Attesting Party to be paid by the Obligor in respect of ELITE ACADEMIC ACADEMY - MOUNTAIN EMPIRE (the "School") generally including: **(A)** the amounts constituting 9% of the advance apportionment in each of the months of SEPTEMBER 2022 and OCTOBER 2022, apportioned pursuant to Education Code Section 14041(a)(2) that is the LCFF State Aid portion of such School's total general purpose entitlement, and **(B)** in the month of OCTOBER 2022, the School's funding in lieu of property taxes (sometimes referred to by the California Department of Education as local in-lieu funding) calculated pursuant to Education Code Section 47635; in the approximate aggregate amount of \$1,248,782.00 as such payments have been and/or may in the future be deferred, delayed, accelerated or otherwise rescheduled from time to time, in whole or in part, and including all monies due or to become due with respect to the foregoing, all amounts received with respect to the foregoing, all proceeds of the foregoing, and any and all claims and causes of action (whether based on contract, tort, statute or otherwise), and all rights and remedies in law and in equity, related to the entitlement, ownership, collection or otherwise of the foregoing.

Schedule I - 1

**SCHEDULE II**

<b>Description</b>	<b>Amount</b>
Upfront Purchase Price	\$1,000,895.00
Program Fee	-\$0.00
Other Fees (Due Diligence Fee/Expedite Fee)	-\$0.00
Other Offsets <sup>1</sup>	-\$0.00
<b>Updated Net to School</b>	<b>\$1,000,895.00</b>

<b>Gross Receivables Value</b>	<b>Initial Purchase (Face Value)</b>	<b>Upfront Purchase Price</b>	<b>Maximum Deferred Purchase Price</b>
\$1,248,782.00	\$1,017,000.00	\$1,000,895.00	\$231,782.00

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

**ASSIGNMENT AND ACCOUNT NOTICE**

August 17, 2022

VIA EMAIL: kristin.armatis@sdcoe.net

Kristin Armatis  
San Diego County Office of Education  
6401 Linda Vista Rd.  
San Diego, CA 92111

VIA EMAIL: gary.hobelman@meusd.k12.ca.us

Attn: Gary Hobelman  
Assistant Superintendent of Business  
Mountain Empire Unified School District  
3291 Buckman Springs Rd.  
Pine Valley, CA 91962

RE: Elite Academic Academy-Mountain Empire

Ladies and Gentlemen:

ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE, as operator of ELITE ACADEMIC ACADEMY - MOUNTAIN EMPIRE (in such capacity, "Seller"), hereby notifies you that it has sold and assigned to CHARTER SCHOOL CAPITAL, INC., effective as of August 22, 2022, the receivables payable by the State of California, San Diego County, the San Diego County Office of Education, the San Diego County Superintendent of Schools, the Mountain Empire Unified School District, and the federal government of the United States in respect of ELITE ACADEMIC ACADEMY - MOUNTAIN EMPIRE (the "School") as more particularly described in SCHEDULE I attached hereto.

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

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

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

Very truly yours,

**ELITE ACADEMIC ACADEMY-MOUNTAIN  
EMPIRE**

DocuSigned by:  
By: Ronald Jackson  
Name: Ronald Jackson  
Title: Board Treasurer

DocuSigned by:  
By: Morgen Oelckers  
Name: Morgen Oelckers  
Title: Board President

## SCHEDULE I

All of the right of Seller and Attesting Party to be paid by the Obligor in respect of ELITE ACADEMIC ACADEMY - MOUNTAIN EMPIRE (the "School") generally including: **(A)** the amounts constituting 9% of the advance apportionment in each of the months of SEPTEMBER 2022 and OCTOBER 2022, apportioned pursuant to Education Code Section 14041(a)(2) that is the LCFF State Aid portion of such School's total general purpose entitlement, and **(B)** in the month of OCTOBER 2022, the School's funding in lieu of property taxes (sometimes referred to by the California Department of Education as local in-lieu funding) calculated pursuant to Education Code Section 47635; as such payments have been and/or may in the future be deferred, delayed, accelerated or otherwise rescheduled from time to time, in whole or in part, and including all monies due or to become due with respect to the foregoing, all amounts received with respect to the foregoing, all proceeds of the foregoing, and any and all claims and causes of action (whether based on contract, tort, statute or otherwise), and all rights and remedies in law and in equity, related to the entitlement, ownership, collection or otherwise of the foregoing.

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

This Officer's Certificate is executed and delivered as of August 22, 2022. Reference is made to (a) the Receivables Purchase Agreement dated as of September 21, 2021 (the "Agreement"), by and between CHARTER SCHOOL CAPITAL, INC., a Delaware corporation ("Purchaser"), and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE, a California nonprofit public benefit corporation ("Seller"), (b) the Amended and Restated Terms Letter between the parties of even date herewith, and (c) each of the other Transaction Documents contemplated by either of the foregoing, as such documents listed in (a) through (c) may be amended, supplemented, restated or otherwise modified from time to time. This certificate is delivered pursuant to Article III of the Agreement. All capitalized terms used and not defined in this officer's certificate shall have the meanings ascribed to such terms in the Agreement.

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

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

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

*[Signature page follows]*

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

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

DocuSigned by:  
By: *Ronald Jackson*  
Name: Ronald Jackson  
Title: Board Treasurer



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

This Officer's Certificate with Incumbency is executed and delivered as of August 22, 2022. Reference is made to (a) the Receivables Purchase Agreement dated as of September 21, 2021 (the "Agreement"), by and between CHARTER SCHOOL CAPITAL, INC., a Delaware corporation ("Purchaser"), and ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE, a California nonprofit public benefit corporation, as operator of ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE ("Seller"), (b) the Amended and Restated Terms Letter between the parties of even date herewith, and (c) each of the other Transaction Documents contemplated by either of the foregoing, as such documents listed in (a) through (c) may be amended, supplemented, restated or otherwise modified from time to time. This certificate is delivered pursuant to Article III of the Agreement. All capitalized terms used and not defined in this officer's certificate shall have the meanings ascribed to such terms in the Agreement.

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

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

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

Ronald Jackson  
Board Treasurer

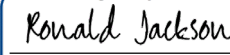
*[Signature on file with Purchaser]*

Morgen Oelckers  
Board President

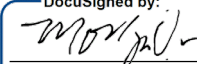
*[Signature on file with Purchaser]*

*[Signature page follows]*

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

DocuSigned by:  
  
Name: Ronald Jackson  
Title: Board Treasurer

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

DocuSigned by:  
  
Name: Morgen Oelckers  
Title: Board President

# **Exhibit A**



# California Secretary of State

**Business Programs Division**  
1500 11th Street, Sacramento, CA 95814

**Request Type:** Certified Copies  
**Entity Name:** ELITE ACADEMIC ACADEMY-  
MOUNTAIN EMPIRE  
**Formed In:** CALIFORNIA  
**Entity No.:** 4101031  
**Entity Type:** Nonprofit Corporation - CA - Public  
Benefit

**Issuance Date:** 06/24/2022  
**Copies Requested:** 1  
**Receipt No.:** 002041145  
**Certificate No.:** 024710721

### Document Listing

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

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

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

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



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

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



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

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

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

Entity Details	
Entity Name	ELITE ACADEMIC ACADEM<-MO8NTAIN EM3IRE
Entity No.	4101031
Registration Date	01/18/2018
Entity Type	Nonprofit Corporation - CA - 3uElic %enefit
Formed In	CALIFORNIA
Entity Status	Active
Request Type	
Request Type	Certified Copies
Certified Copies Request	
Initial Filing	#4101031
Filing Date	1/18/2018 12:00 AM

STATE OF CALIFORNIA

FILED  
SECRETARY OF STATE  
T.L.H. c1: C-IL;FORNIA

**ARTICLES OF INCORPORATION  
OF  
ELITE ACADEMIC ACADEMY- MOUNTAIN EMPIRE  
A California Nonprofit Public Benefit Corporation**

JAN 18 ZB/8 rttrP  
It, {/ -,

**I.**

The name of the corporation is Elite Academic Academy - Mountain Empire ("Corporation").

**11.**

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

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

**III.**

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

**IV.**

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

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

**V.**

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

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

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

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

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

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

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

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

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

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

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

## VI.

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





# **Exhibit B**

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

**ARTICLE I**

**OFFICES**

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

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

**ARTICLE II**

**OBJECTIVES AND PURPOSES**

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

**ARTICLE III**

**NONPARTISAN ACTIVITIES**

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

## **ARTICLE IV**

### **DEDICATION OF ASSETS**

The properties and assets of this corporation are irrevocably dedicated to the charitable purposes described in Article III above and in the articles of incorporation of this corporation. No part of the net earnings, properties, or assets of this corporation, on dissolution or otherwise, shall inure to the benefit of its directors or officers, or to any individual. On liquidation or dissolution of this corporation, all remaining assets of this corporation, after payment, or provision for payment, of all debts and liabilities of this corporation, shall be distributed and paid over to an organization dedicated to charitable purposes that is exempt from federal income tax under IRC Section 501(c)(3) and that is exempt from California income tax under Section 23701d of the California Revenue and Taxation Code.

## **ARTICLE V**

### **MEMBERS**

Section 1. SOLE MEMBER. Elite Academic Academy Charter Schools, a California Nonprofit Public Benefit Corporation exempt from federal income tax under IRC Section 501(c)(3) (the "Sole Member"), shall be the sole member of this corporation as the term "member" is defined in Section 5056 of the California Corporations Code (the "Code"). The Sole Member shall have all the rights granted to members by Section 5056 of the Code.

## **ARTICLE VI**

### **DIRECTORS**

Section 1. POWERS. Subject to the provisions of the Law and any limitations in the articles of incorporation and these bylaws, the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the board of directors. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the board of directors shall have the following powers in addition to the other powers enumerated in these bylaws:

(a) To select and remove all of the other officers, agents, and employees of the corporation; prescribe any powers and duties for them that are consistent with law, with the articles of incorporation, and with these bylaws; fix their compensation; and require from them security for faithful service.

(b) To conduct, manage, and control the affairs and activities of the corporation and to make such rules and regulations that are consistent with law, the articles of incorporation, and these bylaws, as they deem to be appropriate and in the best interests of the corporation.

(c) To adopt, make, and use a corporate seal; and to alter the form of such seal.

(d) To borrow money and to incur indebtedness on behalf of the corporation, and to cause to be executed and delivered for the purposes of the corporation, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities.

(e) To change the principal executive office or the principal office in the State of California from one location to another; to cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country and conduct its activities within or outside the State of California; and to designate any place within or outside the State of California for the holding of any board of directors meeting or meetings.

(f) To make donations for the public welfare or for community funds, hospital, charitable, educational, scientific, civic, religious, or similar purposes.

(g) To act as a trustee under any trust incidental to the principal objects of the corporation, and to receive, to hold, to administer, to exchange, and to expend funds and property subject to such trust.

(h) To receive endowments, devises, bequests, gifts, and donations of all kinds of property for its own use, or in trust, in order to carry out or to assist in carrying out, the objects and purposes of the corporation and to do all things and acts necessary or proper to carry out each and all of the purposes and provisions of such endowments, devises, bequests, gifts, and donations with full power to mortgage, sell, lease, or otherwise to deal with or dispose of the same in accordance with the terms thereof.

(i) To sell any property, real, personal, or mixed, owned by the corporation at any time, and from time to time upon such terms as the board of directors may deem advisable, at public or private sale, for cash or upon credit.

(j) To retain sums received by the corporation uninvested, if, in the discretion of the board of trustees, such sums cannot be invested advantageously.

(k) To retain all or any part of any securities or property acquired by the corporation in whatever manner, and to invest and reinvest any funds held by the corporation, according to the judgment of the board of directors without being restricted to the class of investments that the board of directors is or may hereafter be permitted by law to make or any similar restriction; provided, however, that no action shall be taken by or on behalf of the corporation if such action is a prohibited transaction or would result in the denial of the tax exemption under IRC Section 501 or Section 23701 of the California Revenue and Taxation Code.

(l) To invest funds received by the corporation in stocks, bonds, mortgages, loans, whether secured or unsecured, or other investments as the board of directors shall deem advisable.

Section 2. NUMBER AND QUALIFICATION. The authorized number of directors shall be no less than three (3) and no more than eleven (11), unless changed by amendments to these bylaws. All directors are to be designated by the Sole Member. The board of directors shall consist of at least three (3) directors unless changed by an amendment to these bylaws.

Section 3. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No more than 49 percent of the persons serving on the board of directors may be interested persons (as defined in this Section 3). An "interested person" is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full- or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation, if any, paid to a director as director; or (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.

Section 4. TERM OF OFFICE; EVENTS CAUSING VACANCIES ON BOARD. Each director shall hold office for one (1) year. A director may serve multiple terms of service, subject to approval by the Sole Member. A vacancy or vacancies on the board of directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the board of directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under the Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; and (d) the failure of the Sole Member, at any meeting of the Sole Member at which any director or directors are to be designated, to designate the number of directors required to be designated at such meeting.

Section 5. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the chairman of the board, if any, or to the president, or the secretary, or to the board of directors. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Sole Member may designate a successor to take office as of the date when the resignation becomes effective. Except upon notice to the Attorney General of California, no director may resign if the corporation would then be left without a duly elected director or directors in charge of its affairs.

Section 6. REMOVAL OF DIRECTORS. A director may be removed by the Sole Member. The Sole Member, in its sole discretion, may remove a director at any time for any reason, with or without cause or advance notice.

Section 7. VACANCIES. Vacancies on the board of directors shall be filled solely by the Sole Member.

Section 8. PLACE OF MEETINGS AND MEETINGS BY TELEPHONE. Any meeting of the board of directors may be held at any place within or outside the State of California that has been designated from time to time by resolution of the board or in the notice of the meeting. In the absence of such designation, meetings shall be held at the principal executive office of the corporation. Any meeting, annual, regular or special, may be held by conference telephone or similar communication equipment, so long as all directors participating in the meeting can hear one another. All such directors shall be deemed to be present in person at such telephonic meeting. Prior written notice of any and all such meetings of the board of directors shall be provided to the Sole Member at least forty-eight (48) hours prior to the time of the holding of the meeting.

Section 9. ANNUAL AND REGULAR MEETINGS. The annual meeting of the board of directors shall be held each year on the date and time as may be fixed by the board of directors.

At such annual meeting, officers shall be elected and any other proper business may be transacted. Other regular meetings of the board of directors shall be held at such time as shall from time to time be fixed by the board of directors. Notice of regular meetings shall not be required if the time and place of such meeting is fixed by these bylaws or by the board of directors.

Section 10. SPECIAL MEETINGS. Special meetings of the board of directors for any purpose or purposes may be called at any time by the chairman of the board, the president, any vice president, the secretary, or any two directors.

Notice of the time and place of special meetings shall be delivered to each director personally or by telephone or sent by first-class mail, postage prepaid, or telegram, charges prepaid, addressed to each director at his or her address as it is shown on the records of the corporation. In case the notice is mailed, it shall be deposited in the United States mail at least four (4) days prior to the time of the holding of the meeting. In case such notice is delivered personally or by telephone or telegraph, it shall be delivered personally or by telephone or to the telegraph company at least forty-eight (48) hours prior to the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the director or to the person at the office of the director who the person giving the notice has reason to believe will promptly communicate it to the director. The notice need not specify the purpose of the meeting nor the place if the meeting is to be held at the principal executive office of the corporation.

Section 11. QUORUM. A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 13 below. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the board of directors, subject to the provisions of Section 5212 of the Code (appointment of committees), Section 5233 of the Code (approval of contracts or transactions in which a director has a direct or indirect material financial interest), Section 5234 of the Code (approval of certain transactions between corporations having common directorships), Section 5235 (compensation of directors or officers), and Section 5238(e) of the Code (indemnification of directors). A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting, or such greater number as is required by the articles of incorporation, these bylaws, or the Law.

Section 12. WAIVER OF NOTICE; CONSENT. Notice of a meeting need not be given to any director who, either before or after the meeting, signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of meeting shall also be deemed given to any director who attends the meeting without protesting, before or at the commencement of the meeting, the lack of notice to that director.

Section 13. ADJOURNMENT. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case notice of such time and place shall be given prior to the time of the adjourned meeting, in the manner specified in Section 10 of this Article VI, to the directors who were not present at the time of the adjournment.

Section 14. ACTION WITHOUT MEETING. Any action required or permitted to be taken by the board of directors may be taken without a meeting, if all directors shall individually or collectively consent in writing to such action. Such action by written consent shall have the same force and effect as a unanimous vote of the board of directors. The written consent or consents shall be filed with the minutes of the proceedings of the board.

Section 15. FEES AND COMPENSATION. Directors and members of committees shall receive no compensation for their services; provided however, that directors and members of committees may receive reimbursement of out-of-pocket expenses, as determined by resolution of the board of directors. Nothing contained herein shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation for such services if compensation is awarded by the board of directors.

Section 16. RESTRICTION ON BOARD AUTHORITY. The board of directors shall not, without the prior written approval of the Sole Member, make material revisions to the charter that created the charter school that operates as, or is operated by, this corporation.

## **ARTICLE VII**

### **COMMITTEES**

Section 1. COMMITTEES OF DIRECTORS. The board of directors may, by resolution adopted by a majority of the directors then in office, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the board. Appointments to such committees shall be by a majority vote of the directors then in office. The board may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the board, may have all the authority of the board, except with respect to:

- (a) undertaking any final action on any matter that, under the Law, also requires approval of the Sole Member or board of directors;
- (b) the filling of vacancies on the board of directors or in any committee;
- (c) the amendment or repeal of bylaws or the adoption of new bylaws;
- (d) the amendment or repeal of any resolution of the board of directors that by its express terms is not so amendable or repealable;
- (e) the appointment of any other committees of the board of directors or the members thereof;
- (f) the expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected; or



(g) the approval of any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest, except as special approval is provided for in Section 5233(d)(3) of the Code.

Section 2. MEETINGS AND ACTION. Meetings and action of committees of the board shall be governed by, and held and taken in accordance with, the provisions of Article VI of these bylaws, Sections 8 (place of meetings and meetings by telephone), 9 (annual and regular meetings), 10 (special meetings), 11 (quorum), 12 (waiver of notice), 13 (adjournment) and 14 (action without meeting), with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the board of directors and its members, except for the following: (a) the time of regular and annual meetings of committees may be determined by resolution of the board of directors as well as the committee; (b) special meetings of committees may also be called by resolution of the board of directors; and (c) notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. Minutes of each meeting of any committee shall be kept and filed with the corporate records. The board of directors may adopt rules for the government of any committee not inconsistent with the provisions of these bylaws.

## **ARTICLE VIII**

### **OFFICERS**

Section 1. OFFICERS. The officers of the corporation shall be a president, a secretary, and a chief financial officer. The corporation may also have, at the discretion of the board of directors, a chairman of the board, one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article VIII. Any number of offices may be held by the same person, except that neither the secretary nor the chief financial officer may serve concurrently as the president or the chairman of the board.

Section 2. ELECTION. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article VIII, shall be chosen by the board of directors, and each shall serve at the pleasure of the board, subject to the rights, if any, of an officer under any contract of employment.

Section 3. OTHER OFFICERS. The board of directors may appoint, and may empower the president to appoint, such other officers as the activities of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in the bylaws or as the board of directors may from time to time determine.

Section 4. REMOVAL AND RESIGNATION. Subject to the rights, if any, of any officer under any contract of employment, any officer may be removed, either with or without cause, by the board of directors or, except in case of an officer chosen by the board of directors, by any officer upon whom such power of removal may be conferred by the board of directors.

Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall

not be necessary to make it effective. Any such resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

Section 5. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for regular appointments to such office.

Section 6. CHAIRMAN OF THE BOARD. The chairman of the board, if such an officer be elected, shall, if present, preside at meetings of the board of directors and exercise and perform such other powers and duties as may be from time to time assigned to him or her by the board of directors or prescribed by the bylaws. If there is no president, the chairman of the board will in addition be the chief executive officer of the corporation and shall have the powers and duties prescribed in Section 7 of this Article VIII.

Section 7. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the board of directors to the chairman of the board, if there be such an officer, the president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, have general supervision, direction, and control of the activities and the officers of the corporation. He or she shall preside, in the absence of the chairman of the board, or if there be none, at all meetings of the board of directors. He or she shall have the general powers and duties of management usually vested in the office of president of the corporation and shall have such other powers and duties as may be prescribed by the board of directors or the bylaws.

Section 8. VICE PRESIDENTS. In the absence or disability of the president, the vice presidents, if any, in order of their rank as fixed by the board of directors or, if not ranked, a vice president designated by the board of directors, shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the board of directors or the bylaws and the president or the chairman of the board.

Section 9. SECRETARY. The secretary shall keep, or cause to be kept, at the principal executive office or such other place as the board of directors may direct, a book of minutes of all meetings and actions of directors, and committees of directors, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at directors and committee meetings, and the proceedings thereof.

The secretary shall give, or cause to be given, notice of all meetings of the board of directors required by the bylaws or by law to be given, and he or she shall keep the seal of the corporation, if one be adopted, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or by the bylaws.

Section 10. CHIEF FINANCIAL OFFICER. The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall at all reasonable times be open to inspection by any director.

The chief financial officer shall deposit, or cause to be deposited, all monies and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the board of directors. He or she shall distribute, or cause to be disbursed, the funds of the corporation as may be ordered by the board of directors, shall render to the president and directors, whenever they request it, an account of all financial transactions and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or the bylaws.

If required by the board of directors, the chief financial officer shall give the corporation a bond in the amount and with the surety or sureties specified by the board for faithful performance of the duties of his or her office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in his or her possession or under his or her control on the death, resignation, retirement, or removal from office of the chief financial officer.

## **ARTICLE IX**

### **INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES**

Section 1. DEFINITIONS. For the purposes of this Article IX, the definition of the terms "agent", "proceeding", and "expenses" shall be governed by Section 5238 of the Code.

Section 2. INDEMNIFICATION IN ACTIONS BY THIRD PARTIES. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the corporation to procure a judgment in its favor, an action brought under Section 5233 of the Code, or an action brought by the Attorney General of California or a person granted relator status by the Attorney General of California for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section 3. INDEMNIFICATION IN ACTIONS BY OR IN THE RIGHT OF THE CORPORATION. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of the corporation, or brought under Section 5233 of the Code, or brought by the Attorney General of California or a person granted relator status by the Attorney General of California for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position

would use under similar circumstances. No indemnification shall be made under this Section 3 for any of the following:

(a) Any claim, issue, or matter as to which such person shall have been adjudged to be liable to the corporation in the performance of such person's duty to the corporation, unless and only to the extent that the court in which such action was brought shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;

(b) Amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(c) Expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General of California.

Section 4. INDEMNIFICATION AGAINST EXPENSES. To the extent that an agent of the corporation has been successful on the merits in defense of any proceeding referred to in Sections 2 or 3 of this Article IX or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5. REQUIRED DETERMINATIONS. Except as provided in Section 4 of this Article IX, any indemnification under this Article shall be made by the corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 2 or 3 of this Article IX by:

(a) A majority vote of a quorum consisting of directors who are not parties to such proceeding; or

(b) The court in which such proceeding is or was pending upon application made by the corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the corporation.

Section 6. ADVANCE OF EXPENSES. Expenses incurred in defending any proceeding may be advanced by the corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article IX.

Section 7. OTHER INDEMNIFICATION. No provision made by the corporation to indemnify its directors or officers for the defense of any proceeding, whether contained in the articles of incorporation, bylaws, a resolution of directors, an agreement, or otherwise, shall be valid unless consistent with this Article IX. Nothing contained in this Article IX shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

Section 8. FORMS OF INDEMNIFICATION NOT PERMITTED. No indemnification or advance shall be made under this Article IX, except as provided in Section 4 or Section 5(b), in any circumstance if it appears that:

(a) It would be inconsistent with a provision of the articles of incorporation, bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) It would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9. INSURANCE. The corporation shall have the power to purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of this Article IX; provided, however, that the corporation shall have no power to purchase and maintain such insurance to indemnify any agent of the corporation for a violation of Section 5233 of the Code.

## ARTICLE X

### RECORDS AND REPORTS

Section 1. MAINTENANCE OF CORPORATE RECORDS. The corporation shall keep (a) adequate and correct books and records of account kept either in written form or in any other form capable of being converted into written form and (b) minutes, in written form, of the proceedings of the board of directors and committees of the board, which shall be promptly provided to the Sole Member. All such records shall be kept at the corporation's principal executive office, or if its principal executive office is outside the State of California, at its principal office in this state.

Section 2. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. The corporation shall keep at its principal executive office, or if its principal executive office is not in the State of California, at its principal office in this state, the original or a copy of its articles of incorporation and bylaws, as amended to date, that shall be open to inspection by the Sole Member or the directors at all reasonable times during office hours. If the principal executive office of the corporation is outside the State of California and the corporation has no principal office in this state, the Secretary shall, upon the written request of the Sole Member or any director, furnish to such director a copy of the articles of incorporation or bylaws, as amended to date.

Section 3. INSPECTION. The Sole Member and every director shall have the absolute right at any reasonable time, and from time to time, to inspect all books, records, and documents of every kind and the physical properties of the corporation. Such inspection by the Sole Member or a director may be made in person or by agent or attorney and the right of inspection includes the right to copy and make extracts.

Section 4. ANNUAL REPORTS. The board of directors shall cause an annual report to be sent to the directors and the Sole Member within 120 days of the corporation's fiscal year end. That report shall contain the following information, in appropriate detail, for the fiscal year:

- (a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds;
- (c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes;
- (d) The expenses or disbursements of the corporation for both general and restricted purposes; and
- (e) Any information required by Section 5 of this Article X.

The annual report shall be accompanied by any report thereon of independent accountants or, if there is no such report, by the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the corporation.

Section 5. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to the Sole Member and all directors, the corporation shall annually prepare and mail or deliver to the Sole Member and each director within 120 days after the corporation's fiscal year end, a statement (described below) of any transaction or indemnification (i) in which the corporation was a party and (ii) in which an "interested person" had a direct or indirect material financial interest. For this purpose, an "interested person" is any director or officer of the corporation.

The statement shall include the following information:

- (a) A brief description of any transaction during the previous fiscal year that involved more than \$50,000, or was one of a number of transactions in which the same interested person had a direct or indirect material financial interest involving, in the aggregate, more than \$50,000;
- (b) The names of interested persons involved in such transactions described in the preceding paragraph (a), their relationship to the corporation, the nature of their interest in the transaction and, if practicable, the amount of that interest; provided, however, that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated; and
- (c) A brief description of the amount and circumstances of any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any officer or director of the corporation under Article IX of these bylaws, unless that indemnification already has been approved by the directors under Section 5238(e)(2) of the Code.

## **ARTICLE XI**

### **GENERAL MATTERS**

Section 1. CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the board of directors.

Section 2. CORPORATE CONTRACTS AND INSTRUMENTS; HOW EXECUTED. Except as otherwise provided in these bylaws, the board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances; and, unless so authorized or ratified by the board of directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 3. REPRESENTATION OF SHARES OF OTHER CORPORATIONS. The chairman of the board, the president, or any vice president, or any other person authorized by resolution of the board of directors or by any of the foregoing designated officers, is authorized to vote on behalf of the corporation any and all shares of any other corporation or corporations, foreign or domestic, standing in the name of the corporation. The authority granted to said officers to vote or represent on behalf of the corporation any and all shares held by the corporation in any other corporation or corporations may be exercised by any such officer in person or by any person authorized to do so by a proxy duly executed by said officer.

Section 4. CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the Law shall govern the construction of these bylaws. Without limiting the generality of the foregoing, the singular number includes the plural, the plural number includes the singular, the masculine gender includes the feminine and neuter, and the term "person" includes both a corporation and a natural person. All references in these bylaws to the Law, the Law, or to the Code shall be deemed to be those in effect from time to time.

## **ARTICLE XII**

### **AMENDMENTS**

New bylaws may be adopted or these bylaws may be amended or repealed by solely the written consent of the Sole Member; provided, however, that if the articles of incorporation of the corporation set forth the number of authorized directors of the corporation, the authorized number of directors may be changed only by an amendment of the articles of incorporation.

## CERTIFICATE OF SECRETARY

The undersigned, being the duly elected and acting Secretary of Elite Academic Academy - Mountain Empire, a California nonprofit public benefit corporation, does hereby certify that the foregoing Bylaws constitute the Bylaws of this corporation as duly adopted by the Sole Member on January 18, 2018.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 18th day of January, 2018.

DocuSigned by:

*Brent Woodard*

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Dr. Brent Woodard, Secretary



# **Exhibit C**

**ELITE ACADEMIC ACADEMY-MOUNTAIN EMPIRE  
ACKNOWLEDGEMENT RESOLUTIONS**

The undersigned, on behalf of Elite Academic Academy-Mountain Empire, a California nonprofit corporation (the “Company”), hereby certifies that the resolutions set forth below were adopted by the Board of Directors (the “Board”) of the Company, in accordance with Section 5211 (a) of the California Nonprofit Corporation Law and the Bylaws of the Company, at a duly noticed meeting held on May 9, 2019 at 10:00 a.m., Pacific Time, virtually, and in Temecula, California. A quorum of the Board was present at the meeting. Capitalized terms used herein and not otherwise defined have the meanings given to them in the Acknowledgment Resolution (as defined below).

Sale of Receivables

WHEREAS, the Company receives and owns and will receive and own from time to time certain receivables or payments due from the State of California, San Diego County, the San Diego County Office of Education, the San Diego County Superintendent of Schools, Mountain Empire Unified School District, the Special Education Local Plan Area (“SELPA”), and/or the United States federal government (in each case, the “Payor”).

WHEREAS, the Company instructs the Payor, pursuant to the Payor’s policies and procedures, as to the location and manner of payment of the Company’s receivables.

RESOLVED: That the Board deems it to be in the best interests of the Company to authorize the Company to sell receivables and payments (the “Receivables”) to Charter School Capital, Inc. (“CSC”) at a discount to face value in an amount not to exceed the lesser of (i) \$12,000,000.00 of gross receivables value and (ii) \$10,000,000.00 of initial purchase (face value).

RESOLVED FURTHER: That the Company is authorized and directed to sell the Receivables to CSC from time to time pursuant to one or more Receivables Purchase Agreements and related Terms Letters between the Company and CSC, substantially in the form reviewed by the Board, with such changes thereto consistent with these resolutions as an Authorized Officer of the Company shall approve, and including any amendments, supplements or modifications to the foregoing consistent with these resolutions as an Authorized Officer of the Company shall approve from time to time.

RESOLVED FURTHER: That each of Tom Krzmarzick, as Board President; Ronald Jackson, as Board Treasurer; and Brent Woodard, as Chief Executive Officer (such persons and their duly elected and qualified successors, the “Authorized Officers”) is authorized and directed to execute and deliver, on behalf of the Company, the Receivables Purchase Agreements, the Terms Letters, the Paying Agency Agreements and/or Account Control Agreements, and subject to the limitations set forth herein, such other agreements and other documents and instruments as may be necessary or desirable

to effectuate the sale of Receivables contemplated hereby, including, without limitation, agreements or documents as may be necessary to facilitate the sale of Receivables by CSC to an affiliate or third party to finance its purchase of the Receivables, and further including, without limitation, such amendments, supplements or other modifications to any or all of the documents described in this paragraph and consistent with these resolutions as an Authorized Officer of the Company shall approve from time to time.

RESOLVED FURTHER: That the Board of the Company deems it to be in the best interests of the Company to instruct the Payor, in the form provided by CSC, to make the payment of all revenues of the Company administered and paid by the Payor in the manner described in the applicable Receivables Purchase Agreement, the Terms Letter, Paying Agency Agreement and/or Account Control Agreements.

RESOLVED FURTHER: That any two Authorized Officers will execute instructions to the Payor, in the form provided by CSC, directing the payment of all revenues of the Company in the manner described in the Receivables Purchase Agreement, the Terms Letter, the Paying Agency Agreement and/or Account Control Agreements.

RESOLVED FURTHER: That the instructions described in the immediately preceding paragraph will not be altered in any manner nor any other instructions substituted in their place without the prior written approval of the two Authorized Officers and without the express written consent of CSC and that the Payor is to disregard any change in disbursement instructions that are not counter-signed by such two Authorized Officers and CSC.

RESOLVED FURTHER: That the Authorized Officers are, and each of them is, hereby authorized and directed, on behalf and in the name of the Company and subject to the limitations set forth herein, to make all such arrangements, to do and perform all such acts and things, and to execute and deliver all such instruments, certificates and other documents as he or she may deem necessary or appropriate in order to effectuate fully the purpose of each and all of the foregoing resolutions and the transactions contemplated thereby (hereby ratifying and confirming any and all actions taken heretofore and hereafter by such officers to accomplish such purposes).

The foregoing resolutions were passed by a vote of the Board of Directors and adopted at the meeting of the Board of Directors of the Company on the date referred to above, by the following vote:

Ayes:              3  

Nays:               0  

Absent:            0  

Abstain:           0  

\* \* \*

The undersigned certifies further that the foregoing resolutions have not been modified, amended or rescinded and are in full force and effect as of the date hereof.

**ELITE ACADEMIC ACADEMY-MOUNTAIN  
EMPIRE**

By:  \_\_\_\_\_  
Name: Tom Krzmarzick  
Title: President of the Board  
Date: 5/9/2019 \_\_\_\_\_



DocuSign, Inc.  
221 Main Street, Suite 1550  
San Francisco, CA 94105

**Offer Valid Through:** Aug 2,  
2022

**Prepared By:** Whitney Miller  
**Quote Number:** Q-00839464

## ORDER FORM

### Address Information

**Bill To:**

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

**Ship To:**

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

**Billing Contact Name:**

Teresa Schaffer

**Billing Email Address:**

communityrelations@eliteacademic.com

**Billing Phone:**

+1 951-565-0239

**Shipping Contact Name:**

Teresa Schaffer

**Shipping Email Address:**

communityrelations@eliteacademic.com

**Shipping Phone:**

+1 951-565-0239

### Order Details

# In Process

**Order Start Date:** Aug 2, 2022

**Order End Date:** Aug 1, 2023

**Billing Frequency:** Annual

**Payment Method:** Check

**Payment Terms:** Net 30

**Currency:** USD

### Products

Product Name	Start Date	End Date	Quantity	Net Price
eSignature Business Pro Edition - Envelope Subs.	Aug 2, 2022	Aug 1, 2023	18,200	\$45,652.17
Premier Support	Aug 2, 2022	Aug 1, 2023	1	\$6,847.83

**Grand Total: \$52,500.00**

### Product Details

eSignature Envelope Allowance: 18,200

Total Cost Split  
Between Schools

LU= \$26,250.00

ME= \$26,250.00

### Overage/Usage Fees

eSignature Business Pro Edition - Envelope Subs. (Per Transaction): \$5.80

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### Order Special Terms

For clarification, DocuSign has provided a one-time courtesy allotment of 2,700 Business Pro Envelopes.

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### Terms & Conditions

This Order Form is governed by the terms Master Services Agreement available online at: <https://www.docusign.com/company/terms-and-conditions/msa> and the applicable Service Schedule(s) and Attachments for the DocuSign Services described herein available online at <https://www.docusign.com/company/terms-and-conditions/msa-service-schedules>.

---

### Billing Information **In Process**

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice.

Is the contracting entity exempt from sales tax?

**Please select Yes or No:**

If yes, please send the required tax exemption documents immediately to [taxexempt@docusign.com](mailto:taxexempt@docusign.com).

Invoices for this order will be emailed automatically from [invoicing@docusign.com](mailto:invoicing@docusign.com). Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.

---

### Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select Yes or No:

If yes, please complete the following:

PO Number:

PO Amount: \$

**By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Order Form and any documents incorporated herein.**

**Customer**

Signature:

Name: Meghan Freeman

Job Title:

Date:

**DocuSign,  
Inc.**

Signature:

Name: AOA

Job Title:

Date:

**In Process**

*Nonpublic, Nonsectarian  
School/Agency Services*

**MASTER CONTRACT**

**2022-2023**





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**2022-2023****CONTRACT NUMBER: K12SES22-23ME****LOCAL EDUCATION AGENCY: ELITE ACADEMIC ACADEMY – MOUNTAIN EMPIRE****NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: K12 Special Education Services**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS****1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2022, between Elite Academic Academy – Mountain Empire, hereinafter referred to as the local educational agency (“LEA”), a member of the El Dorado Charter SELPA and K12 Special Education Services (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this

Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2022 to June 30, 2023 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2023. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in

effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT ("ISA")**

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code

sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).



- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
  
- f. “Parent” means:
  - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
  - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
  - iv. a surrogate parent,
  - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term “days” means calendar days unless otherwise specified.
  
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
  
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
  
- j. It is understood that the term “Master Contract” also means “Contract” and is referred to as such in this document.

## ADMINISTRATION OF CONTRACT

### **8. NOTICES**

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

## **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

## **10. SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

**15. INSURANCE**

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

**PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES**

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence  
\$ 500,000 fire damage  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. Injury

\$3,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

**PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A  
RESIDENTIAL TREATMENT FACILITY ("RTC")**

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence  
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

**16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master *Contract* or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

**17. INDEPENDENT CONTRACTOR**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

**18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR’s original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the

term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty-five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

**20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## **EDUCATIONAL PROGRAM**

**21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

**22. GENERAL PROGRAM OF INSTRUCTION**



All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq...*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

## **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

**24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

**25. CALENDARS**

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

**26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment (“LRE”) options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommended activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California (“ELPAC”), the Alternative English Language Proficiency Assessments for California (“Alternative ELPAC”), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

**30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it’s implementing regulations. If the IEP team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the

IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) an intervention that precludes adequate supervision of the individual; (8) an intervention that deprives the individual of one or more of his or her senses.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that

behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR

shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy

pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (“HIPAA”). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

### **36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR’s place of business and shall be submitted to the LEA and LEA student’s parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student’s annual or triennial review IEP team meeting for the purpose of reporting the student’s present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA’s sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional’s license, certification, or credential.

CONTRACTOR shall not charge the student’s parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with



the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

**37. TRANSCRIPTS**

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

**38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

**39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a NPS/RTC.

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written

authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

**41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

**42. STATE MEAL MANDATE**

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

**43. MONITORING**

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

## PERSONNEL

### **44. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

#### **45. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional

leader, and be able to provide leadership, oversight and professional development • The administrator

of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an

accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

**46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

**47. STAFF ABSENCE**

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

**48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

## **HEALTH AND SAFETY MANDATES**

**49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**50. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

**51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**52. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**53. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

**55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed



to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

**57. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

## **58. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall

provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

**59. PAYMENT FOR ABSENCES**

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

**60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

**61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports

Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers;

or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the  1<sup>st</sup>  day of July, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

K12 Special Education Services

**Elite Academic Academy – Mountain Empire**

**Nonpublic School/Agency**

**LEA Name**

DocuSigned by:  
 By: Christopher Chaidez 7/27/2022  
 Signature Date

DocuSigned by:  
 By: [Signature] 7/25/2022  
 Signature Date

Christopher Chaidez Owner of K12 Special Education Services

Meghan Freeman Chief Executive Officer

**Name and Title of Authorized Representative**

**Name and Title of Authorized Representative**

**Notices to CONTRACTOR shall be addressed to:**

**Notices to LEA shall be addressed to:**

Christopher Chaidez Owner of K12 Special Education Services

Meghan Freeman, CEO

**Name and Title**  
 K12 Special Education Services

**Name and Title**  
 Elite Academic Academy – Mountain Empire

**Nonpublic School/Agency/Related Service Provider**

**LEA**

9798 Gene St

43414 Business Park Dr.

**Address**

**Address**

**City** Cypress, Ca **State** 90630 **Zip**

**City** Temecula, CA. 92590 **State** **Zip**  
 866-354-8302

**Phone** 323 718 1048 **Fax** n/a

**Phone** **Fax**  
 mfreeman@eliteacademic.com

**Email**  
 chris.chaidez@k12ses.com

**Email**

**Additional LEA Notification  
 (Required if completed)**

Michonne Taylor – SPED Administrative Assistant

**Name and Title**  
 43414 Business Park Dr.

**Address**  
 Temecula, CA. 92590

**City** **State** **Zip**  
 866-354-8302

**Phone** **Fax**  
 mtaylor@eliteacademic.com

**Email**

**EXHIBIT A: 2022-2023 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: K12 Special Education Services

The CONTRACTOR CDS NUMBER: 9902109

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: \_\_\_\_\_
  
- 2) Inclusive Education Program  
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE: \_\_\_\_\_
  
- 3) Related Services

<u>SERVICE</u>	<u>Virtual/In person RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	<u>\$120 / \$135</u>	<u>per hour</u>
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	<u>\$120 / \$135</u>	<u>per hour</u>
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	<u>\$99 / \$116</u>	<u>per hour</u>
<u>Parent Counseling (520)</u>	<u>\$99 / \$116</u>	<u>per hour</u>
<u>Social Work Services (525)</u>	<u>\$99 / \$116</u>	<u>per hour</u>
<u>Psychological Services (530)</u>	<u>\$99 / \$116</u>	<u>per hour</u>
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____



<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____
<u>Transcription Services (755)</u>	_____	_____
<u>Recreation Services, Including Therapeutic (760)</u>	_____	_____
<u>College Awareness (820)</u>	_____	_____
<u>Work Experience Education (850)</u>	_____	_____
<u>Job Coaching (855)</u>	_____	_____
<u>Mentoring (860)</u>	_____	_____
<u>Travel Training (870)</u>	_____	_____
<u>Other Transition Services (890)</u>	_____	_____
<u>Other (900)</u>	_____	_____
<u>Other (900)</u>	_____	_____

Specialized Academic Instruction (individual)	\$90 / \$95	per hour
Specialized Academic Instruction (group)	\$90 / \$95 first student \$55 each additional	per hour per hour
Attendance to IEP meetings	same as service rate	perhour



# Parent/Student Handbook

## 2022-2023

Elite Academic Academy Charter Schools

[www.eliteacademic.com](http://www.eliteacademic.com)

#BeElite

Dear Student and Parent/Guardian(s),

Welcome to Elite Academic Academy (“Elite Academic Academy” or “EAA”)! We are so excited to share in this educational journey with you! This handbook outlines what it is to #BeElite and gives some insight into Elite Academic Academy’s mission and vision. Please review the contents of this handbook, sign the acknowledgment page, return it to your student’s Elite Educator, and keep the handbook accessible for future reference.

Elite Academic Academy was founded in 2018. It is a FREE PUBLIC Personalized Learning Charter School. We are here to provide students and families with the option of flexible personalized learning environments with superior education! We provide students not only with rigorous curriculum options but also with amazing enrichment opportunities! This includes our Elite Athletic Academy, Visual and Performing Arts Academy (VAPA), and Career Technical Education courses. Our vast selection of courses and support academies offers students the opportunity to prepare for college and careers, all while capturing the essence of 21st Century skills.

Our vision at Elite Academic Academy is to create an opportunity for flexible learning so that our students can celebrate their diversity within our superior learning environments. This environment and empowerment will allow our students to gain the necessary skills to achieve long-term educational, professional, and personal goals and dreams! We want all students to #BeElite and EAA allows students to find their interests and strengths, and make those connections through experience.

EAA faculty are eager to serve your child and foster a lifetime experience of discovery, learning, nurturing diversity, and fun! We look forward to working with you as a team to help each Elite Academic Academy student meet their individualized goals throughout the school year!

#BeElite!

Best Regards,

Elite Academic Administration

\*Please note that this document may be updated periodically. Parents/Guardians and students will be notified of the changes.

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## Charter Authorizers

Elite Academic Academy Charter Schools is a program authorized by the Lucerne Valley Unified School District and the Mountain Empire Unified School District.

## Mission Statement

Elite Academic Academy (EAA) is the premier independent study educational option with the goal of ensuring college, vocational, and workforce readiness from all of our graduates. We believe learning best occurs in flexible, personalized environments for students who need individualized learning and/or choose not to attend traditional brick and mortar schools.

Elite Academic Academy enables students to become literate, self-motivated, lifelong learners by creating a safe, multicultural student-centered environment where they are held to high academic and behavioral standards. EAA provides high-quality and rigorous standards through traditional and virtual curriculum options. We also provide unique academies emphasizing Elite Athletic Training, Visual and Performing Arts (VAPA), and Career Technical Education (CTE) opportunities to ensure our students graduate ready for the 21st-century workforce.

## Vision

Elite Academic Academy harnesses the power of flexible learning environments to provide a superior education for our students. Working with all stakeholders, we will create a personalized learning environment to enable each student to gain the skills necessary to achieve their long-term educational, professional, and personal goals and dreams.

## About Independent Study

### Independent Study Policy

Elite Academic Academy (Charter School) shall offer independent study to meet the educational needs of pupils enrolled in the charter school. Independent study is an alternative education program designed to teach the knowledge and skills of the California core curriculum system. Elite Academic Academy shall provide appropriate services and resources to enable pupils to complete their independent studies successfully.

A school district or county office of education (or charter school) may not be eligible to receive apportionments for independent study by pupils unless it has adopted policies and has implemented those policies. The following written policies have been adopted by the Board for implementation at the Charter School:

1. For pupils in all grade levels offered by the Charter School, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be thirty-five (35) school days.
2. An evaluation will be conducted to determine whether it is in the best interest of the pupil to remain in Independent Study if the pupil misses three (3) assignments and/or in the event the pupil's educational performance falls below satisfactory levels as determined by whether or not:
  - a. The pupil's achievement and engagement in the independent study program fulfill the standards indicated by the pupil's performance on applicable pupil level measures of pupil achievement and pupil engagement set forth in paragraphs (4) and (5) of subdivision (d) of Section 52060.
  - b. The pupil is completing assignments, assessments, or other indicators that serve as evidence that the pupil is working on assignments.
  - c. The pupil is learning required concepts, as determined by the supervising teacher.
  - d. The pupil is progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

A written record of the aforementioned findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This record shall be maintained for a period of three years from the date of the evaluation, and if the pupil transfers to another California public school, the record shall be forwarded to that school.



3. The Charter School will provide content to pupils aligned to grade-level standards that are provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high school pupils, this includes access to all courses offered by the Charter School for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria.
4. The Charter School will implement procedures for tiered re-engagement strategies for the following pupils:
  - a. All pupils who are not generating attendance for more than three (3) school days, or 60 percent of the instructional days in a school week, or 10 percent of the required minimum instructional time over four continuous weeks of the Charter School’s approved instructional calendar.
  - b. All pupils who are not participatory pursuant to Educational Code Section 51747.5 for more than the greater of three (3) school days or 60 percent of the scheduled days of synchronous instruction in a school month as applicable by grade span, or
  - c. All pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).
5. Tiered re-engagement procedures shall include, but are not necessarily limited to, all of the following:
  - a. Verification of current contact information for each enrolled pupil.
  - b. Notification to parents or guardians of lack of participation within one (1) school day of the recording of a non-attendance day or lack of participation.
  - c. Creation of a plan for outreach from the school to determine pupil needs, including connection with health and social services as necessary.
  - d. Scheduling of a pupil-parent-educator conference (a meeting involving all individuals who signed the pupil’s written independent study agreement) to review the pupil’s written agreement and reconsider the independent study program’s impact on the pupil’s achievement and well-being, consistent with the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.
6. Based on each pupil’s grade level, the Charter School will offer synchronous instruction defined as classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous

instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5. Opportunities for synchronous instruction and/or daily live interaction will be offered at least as frequently as set forth below:

- a. For pupils in transitional kindergarten through grade 3, inclusive, the school will offer pupils opportunities for daily synchronous instruction for all pupils throughout the school year.
- b. For pupils in grades 4 through 8, inclusive, the school will provide opportunities for both daily live interaction and at least weekly synchronous instruction for all pupils throughout the school year.
- c. For pupils in grades 9 through 12, inclusive, the school will provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year.

“Live interaction” means interaction between the pupil and local educational agency classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of internet or telephonic communication.

The Charter School will document each pupil’s participation in live interaction and synchronous instruction on each school day for which these are provided as part of the independent study program. A pupil who does not participate in scheduled live interaction or synchronous instruction shall be documented as non-participatory for that school day for purposes of pupil participation reporting and tiered re-engagement.

7. In the event a family decides to return to in-person instruction, within five (5) instructional days, the school will provide the family with a transitional plan including, but not limited to, resources such as contact information for their school of residence, other classroom-based educational opportunities, and wellness support.
8. A requirement that a current written agreement (Master Agreement) for each independent study pupil shall be maintained on file including all legal requirements.

## Attendance

Students must be engaging in and completing school work every day. The chart below shows the required minutes \* per year for the various grade levels.

Charter School	Required Days	Required Minutes
Applicable to all charter schools	175	Tk-K: 36,000 1-3: 50,400 4-8: 54,000 9-12: 64,800

\* See your specific program for details.

## Elite Educator (Teacher of Record)

At Elite Academic Academy, emotional and academic student success is our focus; therefore, building positive relationships is our priority. The first step to building a positive teacher student relationship is through an Elite Educator (who is a credentialed teacher). An Elite Educator offers a sense of community and belonging. This teacher will be with the Elite student throughout their experience with EAA to continuously support students, pass along general announcements, and work with parents to bridge student success. The Elite Educator will be the teacher of record who is responsible for maintaining all student records.

## Master Agreement

A fully executed legally compliant written independent study agreement (Master Agreement), is required for each student prior to the student's attendance start date with EAA. This agreement shall be signed by the student, the parent/guardian/caregiver, and the Elite Educator. The agreement will list the student's courses and credits or other measures of academic accomplishment, the manner, time, frequency, and place for submitting the student's assignments, the objectives and methods of study, methods of evaluation, and specific resources, and the duration of the agreement. The Elite Educator will prepare this agreement prior to the student's first enrollment date with EAA and will send it out via email to the student and parent/guardian/caregiver for electronic signatures. Students must sign their own signature on the master agreement. We recommend the use of the electronic signature by all individuals.

## Parent Involvement

Parent support\* is vital in ensuring student success. The role of a parent at Elite Academic is as follows:

1. Respond to the school's communication in a timely manner.

2. Provide all required documentation for continued enrollment such as proof of residency.
3. Have students attend and complete all mandated school assessments.
4. Attend IEP/504 meetings (if applicable).
5. Provide any necessary documentation and information to the school in order to record attendance in accordance with applicable law. This includes signing the Learning Log documents promptly.

\* See specific program for more details.

## **Communication**

Communication is key for student success. Families, students, Elite Educators, counselors, administration, and school staff are expected to communicate frequently to ensure student academic, social, and emotional growth.

## **Contact Information**

A valid and working email account and phone number is required for all parents. If a parent/guardian's email address, mailing address, IM address, or phone number changes, the information must be updated with the Admissions team. Please keep your Elite Educator informed of any changes in your contact information.

# Academics

## Academic Progress

Adequate academic progress is required each learning period and is determined by the quality and amount of work done in the student's courses. Adequate progress is determined by work toward learning period goals as developed by the student and Elite Educator.

If adequate academic progress is not being made, the Elite Educator will offer suggestions including but not limited to the following:

1. Weekly tutoring with their Elite Educator.
2. Tutoring through a community partner paid with students' educational funds. Tutoring can be virtual or in person.
3. Change of course or change of program placement (Elite Homeschool or Elite Virtual Academy).
4. Supplemental supports such as iReady, Aleks, Freckle, and/or fast ForWord.

## School Calendar

Please see the Elite Academic Academy Parent Portal for our up-to-date calendars and important resources to support your child: <https://www.eliteacademic.com/parent-portal/>

## Course Grading Scale TK-5th

Report Cards are each given two times per academic school year, which is at the end of each semester. Grades are assigned in collaboration between the parent/legal guardian and the Elite Educator.

Students in grades TK-5 receive a 1-4 rating.

4	Above Grade Level
3	At Grade Level
2	Approaching Grade Level
1	Below Grade Level

Traditional report cards are meant to show parents how their students are doing. In a homeschool model, the parents know, so this is an opportunity to discuss progress towards grade level standards.

## Course Grading Scale for Middle/High School

Student grades are determined by student performance on assessments (formal and informal), teacher-graded activities/assignments, auto-graded computerized assignments, participation, quizzes, exams, and projects. Cumulative grade point averages (GPA) are determined by course letter grades, honors, and AP courses. Elite Academic Academy's Grade Point Average scale is based on the College Board's scale ([www.CollegeBoard.com](http://www.CollegeBoard.com)). Many colleges will recalculate weighted GPA scores to unweighted GPA scores to ensure that when evaluating transcripts for college applications, candidates are being viewed from the same page before comparing or examining any AP or Honors courses the student took during their high school years (SparkAdmissions).

Letter Grade	Percent Grade	Honors/AP Level GP	Standard Level GP
A+	97-100	5.3	4.0
A	93-96	5.0	4.0
A-	90-92	4.7	3.7
B+	87-89	4.3	3.3
B	83-86	4.0	3.0
B-	80-82	3.7	2.7
C+	77-79	3.3	2.3
C	73-76	3.0	2.0
C-	70-72	2.7	1.7
D+	67-69	2.3	1.3
D	65-66	2.0	1.0
E/F	Below 65	0.0	0.0

\*High school students who have only finished half the coursework can earn 2.5 credits and the grade earned for the units completed.

## Class Rank

Students' Class Rank is determined by the weighted GPA scale and is used to determine honors graduates, high honors, and National Honors Society determination, and used for college

applications. Any grades that have been replaced by a higher grade from retaking a course will remain on the transcript but will not be calculated into the weighted total for class ranking.

## Adding or Changing Courses

1. All course changes must be done within the first two weeks (10 school days)\* of each semester.
2. Students or Parents/Guardians wanting to change a course in the middle of the semester must get permission from both the counselor and program administrator.
3. Students or Parents/Guardians wanting to change a course in the middle of the semester must present evidence of unsuccessful academic interventions (i.e tutoring, test retakes, etc.)
4. Students or Parents/Guardians wanting to add an extra course from what is being recommended will need to get permission from both the counselor and the program administrator.

\* If a student changes a course, an addendum to the master agreement must be executed prior to or on the first day the student starts the new course.

## Course Drop Procedures

Elite students are able to drop a course if the course drop request is submitted within three (3) days of the student's start date. This drop will not reflect on the student's transcript.

## Course Withdrawal Procedures

Parents who wish to withdraw their student from an Elite course may do so up to the 10th day of the school session start date. The student's transcript may reflect one of the following:

1. If a gradebook item was submitted prior to the drop date, the student will receive a "W" on their transcript.
2. If a student withdraws after the 10th day of the course, students will receive a final grade that will be reflected on their transcript.
3. If a special circumstance determines the withdrawal, the administration will determine the approval of a "W" on the transcript.

## Course Extensions for High School Students

Elite Academic Academy understands that there are times when a student may need additional time to complete the learning objectives of a course. Should a student need extra time in a course, a teacher of record will work with the student to request an extension from the Program

Director. Extensions will need to be requested in writing via email to the Program Director at least eight weeks prior to the course end date (unless an extenuating circumstance occurs after that date, then it may be requested at the time of the circumstance). Extensions are reviewed and approved or denied at the Director's discretion. Extensions may be granted in cases where the student has made acceptable progress in the course but has experienced an extenuating circumstance that will prohibit successful completion of the course.

Acceptable progress is defined as

- The student has actively participated in course activities up to the point of the extenuating circumstance.
- The student is current with all assignment submissions.
- The student has earned a grade of at least 60% (D) for work up to that point.

Course Extensions are limited to a three-business day extension for the student, per course, and will expire on 11:59 pm on the third day.

Extensions are not granted for lack of participation or failure to submit work on time by the student.

## **Academic and/or Attendance Problems and Concerns**

To ensure successful and continuous enrollment at Elite Academic Academy, a student must keep scheduled appointments and complete all assignments by the due dates. Attendance and academic progress are measured by work completion and daily educational engagement.

The following are the criteria for what Elite Academic Academy defines as satisfactory educational progress of each pupil:

- The student's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil level measures of pupil achievement and pupil engagement set forth in paragraphs (4) and (5) of subdivision (d) of Section 52060.
- The student is completing assignments, assessments, or other indicators that serve as evidence that the pupil is working on assignments.
- The student is learning required concepts, as determined by the supervising teacher.
- The student is progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.



Failing to adhere to the aforementioned academic standards will evoke the consequences outlined in the Independent Study Policy and including a placement review and possible withdrawal from the program.

The Charter School will implement procedures for tiered re-engagement strategies for the following pupils:

- a. All pupils who are not generating attendance for more than three (3) school days, or 60 percent of the instructional days in a school week, or 10 percent of the required minimum instructional time over four continuous weeks of the Charter School's approved instructional calendar.
- b. All pupils who are not participatory pursuant to Educational Code Section 51747.5 for more than the greater of three (3) school days or 60 percent of the scheduled days of synchronous instruction in a school month as applicable by grade span, or
- c. All pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).

These procedures shall include, but are not necessarily limited to, all of the following:

- a. Verification of current contact information for each enrolled pupil.
- b. Notification to parents or guardians of lack of participation within one (1) school day of the recording of a non-attendance day or lack of participation.
- c. Creation of a plan for outreach from the school to determine pupil needs, including connection with health and social services as necessary.
- d. Scheduling of a pupil-parent-educator conference (a meeting involving all individuals who signed the pupil's written independent study agreement) to review the pupil's written agreement and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted pursuant to paragraph(4) of subdivision (g) of Education Code Section 51747.

## Plagiarism or Cheating

Academic integrity is one of the many values of Elite Academic Academy. Students are expected to display their own original thoughts and ideas in their work. If a student uses someone else's work or ideas, the reference must be accompanied by a specific citation identifying the original source(s). Citation formats differ according to courses. Please contact your instructor for citation and reference formats. All formal papers will be checked for plagiarism using the Turnitin program.

If an EAA student copies verbatim or paraphrases the ideas/works of another without reference, it is considered plagiarism. Below are some examples of what plagiarism, lack of academic integrity and cheating can look like:

1. Copying answers from someone else’s test or any other form of cheating on an examination.
2. Submitting an assignment that was used for another class, and not changing or enhancing the assignment.
3. Falsifying information on a document or assignment.
4. Providing another student with prior assignments for a course.

Participating in an online discussion thread, creating a presentation, essay, or any other form of an assignment, must be the original work of the student. Although students are encouraged to read, and research others’ points of view, secondary sources, etc. they are to properly cite and document the source.

### Consequences for Plagiarism/Cheating

If a student’s work is in violation of academic integrity in any course during the student’s enrollment at Elite Academic Academy, the following steps will be taken to address the violation.

<p>First Offense</p>	<ul style="list-style-type: none"> <li>● Student may correct their mistake and redo the assignment within a one-week time span.</li> <li>● Student’s newly submitted assignment grade will be deducted by 20% due to the infraction. If the student does not redo the assignment, he/she will receive a zero on the assignment.</li> <li>● A telephone conversation with parents, administrator, counselor, student, and teacher will be made upon first violation.</li> </ul> <p>A student may not redo the assignment if it is a final exam or project for the course.</p>
<p>Second Offense</p>	<ul style="list-style-type: none"> <li>● Students will receive an assignment grade of zero, with no option to correct or redo the assignment.</li> <li>● Telephone conference with school administrator, counselor, teacher, student, and parent will take place.</li> <li>● Student will take a self-paced tutorial course on Plagiarism.</li> </ul>

<p>Third Offense</p>	<ul style="list-style-type: none"> <li>● Student will receive a failed grade in the course in which the first two offenses occurred.</li> <li>● Telephone conference with counselor, administrator, teacher, student, and parents.</li> <li>● Documentation of violation will be added to the student’s discipline record, where colleges and other educational institutes may be provided documentation if the student seeks to enroll, or transfer.</li> </ul>
<p>Special Education Students</p>	<p>A student that holds a valid IEP or 504 plan will be referred to the Special Education Department Head where EAA will comply with all provisions of applicable law in addressing any student violations.</p>

### Student/Parent Grievance Procedure for Plagiarism

The following procedure is established by Elite Academic Academy to ensure that students’ grievances are appropriately and fairly addressed in a timely manner. EAA prohibits discrimination against students and families based on disability, race, creed, gender, sexual orientation, color, national origin, or religion.

If a student is accused of plagiarism, cheating, or any other form of academic dishonesty, and the parent/student disagrees, the following Grievance procedure should be followed in a timely manner:

1. A written response to the Chief of Student Development Officer the grievance that explains why he/she disagrees with the accusation.
2. EAA administrator will investigate and respond to the parent(s)/guardian with a written response within ten (10) working days.
3. If the grievance is not resolved, the student and parent(s)/guardian may request within ten (10) working days, a review with the governing school board. The governing board will then investigate and then respond to the student and parent(s)/guardian within ten (10) working days. The governing board will base its decision on a simple majority vote. The governing board’s decision is final.

## Academic Enrichment

### Student Clubs

Elite students in grades K-12 have the unique opportunity to participate in various club offerings. Each unique club has an advisor who facilitates meetings and trips. Student club opportunities are held in-person as well as virtually using the Zoom platform.

All Elite students are invited to participate in Club Rush at the beginning of each school year to learn more about Club offerings and opportunities. All Club Announcements and events will be placed in the Parent Square Calendar, including meeting locations, times, and zoom links, as applicable. Any student attending a club field trip must have the Elite-approved field trip documents signed by the student and parent/guardian and turned into the Club advisor 48 hours prior to the event.

To learn more about Club offerings and advisors, please visit the Elite Academic Academy website.

Students can only participate if they have a 2.0-grade point average and are making academic progress.

### Career Technical Education (CTE)

CTE pathways are designed to prepare students for postsecondary education and training and to help them make a smooth transition into the workforce and/or college. Students have the opportunity to earn college credit, gain industry certifications, experience an internship, and more.

Students in grades 7-12 may participate in our Career Technical Education pathways. Elite Academic Academy currently offers a variety of Career and Technical Education (CTE) programs. CTE courses are weaved into your student's academic schedule and these courses prepare students for post-secondary college and careers in various industry sectors.

Most CTE courses are A-G approved for students interested in meeting the A-G or NCAA requirements for Cal State or CSU entrance.

To learn more about these programs, please contact the Chief Student Development Officer, Teacher of Record, or Program Director.

### Athletics

The Elite Athletic Academy believes every child deserves the opportunity to play sports. EAA

provides students/athletes of all levels the unique opportunity to customize their athletic development and experience. Students may choose their athletic interest and attend training or participate in sports using a Community Partner or their athletic club sport/training. Student-athletes who are interested in playing college-level sports are also eligible to register with NCAA. Creating a student account at NCAA.org is the first step to becoming an NCAA student-athlete.

Students can only participate in the enrichment academy if they have a 2.0-grade point average and are making continual academic progress.

For more information about Elite Athletic Community Partners or any other athletic questions, please contact Andy Allanson, Athletic Academy Lead, at 1-866-354-8302 ext. 709

## **Field Trip Policy**

Elite Academic Academy students will be provided with the opportunity to attend field trips (local and overnight). Safety and learning of all students is the top priority of the staff at all times. Students who have a failing grade, poor attendance, or poor behavior history will be ineligible to participate.

Elite Academic Academy plans about 2 field trips per month (16-18 per year) depending on availability. Parents are welcome to suggest ideas for possible field trips to the Program Directors. All field trips are posted to ParentSquare. You will be able to RSVP, fill out the event waiver form, and pay (or request using educational funds) all through ParentSquare. Students are able to use their educational funds to pay for field trips.

Unless otherwise required by applicable law under certain circumstances, parents are required to transport their child on the field trips. Parents and siblings are welcome to come along on field trips but must pay for the field trip on their own. Parents are required to fill out an Educational Activity form for all students participating, and the Parent/Sibling form for non-Elite Academic Academy students, and provide non-refundable payment prior to the field trip. If you are paying for the field trip out of pocket, payment is due 5 business days prior to the event. If you have RSVP'd and paid for a field trip, and then need to cancel, a refund is only available if we're able to fill the number of spots you reserved.

## Educational Funds

Elite Educators is responsible for ensuring academic and Common Core alignment of educational funds. At Elite Academic Academy, parents work alongside their Elite Educator to ensure high quality and relevant use of funds. Educational Funds do not “belong” to the students or parents. Rather, they are available to cover the costs of providing educational services to students. It is the responsibility of the Elite Educator/Program Director to make sure state funds are spent wisely.

It is the obligation of the LEA to provide high-quality core educational materials and curricula that are standards-based to each student through educational funds, such that the school is providing curriculum and necessary materials for each assigned area of study prior to enrichment materials or services. Once core curriculum and necessary materials are ordered, funds may be used for enrichment materials or services.

Educational Fund accounts are managed by your Elite Educator to be used for various educational materials, tutoring, and Community Partner classes. Your Elite Educator may make recommendations for educational materials based on the individual needs of the student. Using their best professional judgment, the Elite Educators evaluate and approve all Educational Fund requests.

If a proposed selection is denied, then alternatives will be suggested by the Elite Educator. The parent/legal guardian may appeal a denial to the Program Director. The rationale provided by the parent/legal guardian concerning the educational merits will be reviewed and any decision made at this level is final.

If any unusual orders are noted outside the scope of these guidelines and are deemed unnecessary such orders may be denied.

The amount of funding allocated to each student’s academic plan is based on the academic calendar. Educational Fund allotments vary depending upon the student’s enrollment date.

Due to COVID 19 and potential state budget cuts the amount of funding is subject to change.

### TK-8th Funding Allocation

TK-8th grade students enrolled prior to September 3, 2022, receive the full funding amount of \$2850\* (TK-8<sup>th</sup>) in two distributions for the academic year.

- 1st Distribution Date: 8/1/2022, Amount \$1425\* (TK-8<sup>th</sup>)
- 2nd Distribution Date: 1/2/2023, Amount \$1425\* (TK-8<sup>th</sup>)

Students enrolled after September 3, 2022, receive the funding amounts for the academic year in the following allocation(s) based on their enrollment month.

### TK-8th Grade Funding Schedule

Enrollment Month								
	August	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.
August	1425*							
September	(after the 3rd)	1140						
October			855					
November				570				
December					285			
January	1425*	1425	1425	1425	1425	1425		
February							1140	
March								855
Total	2850*	2565	2280	1995	1710	1425	1140	855

### 9th-12th Funding Allocation

Students enrolled prior to September 3, 2022, will receive the full funding amount of \$3200\*(9<sup>th</sup>-12<sup>th</sup>) in two distributions for the academic year.

- 1st Distribution Date: 8-1-2022, Amount \$1600\* (9<sup>th</sup>-12<sup>th</sup>)
- 2nd Distribution Date: 1-2-2023, Amount \$1600\* (9<sup>th</sup>-12<sup>th</sup>)

Students enrolled after September 3, 2022, will receive the funding amounts for the academic year in the following allocation(s) based on their enrollment month.

9<sup>th</sup>-12<sup>th</sup> Grade Funding Schedule

Enrollment Month								
	August	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.
August	1600*							
September	(after the 3rd)	1280						
October			960					
November				640				
December					320			
January	1600*	1600	1600	1600	1600	1600		
February							1280	
March								960
TOTAL	3200*	2880	2560	2240	1920	1600	1280	960

### Educational Funds Ordering Deadlines

**The deadline to place orders for the 2022-2023 academic school year is Friday, April 3rd, 2023.** Elite Educators will request order submissions prior to this date to ensure time for processing. It is the responsibility of the family to send order information in a timely manner to their Elite Educator. Orders will not be processed after this date. There is the potential for orders to be canceled during the school year because items become unavailable. If you wait to place orders at the deadline, it is possible that all items will not be available, and you will lose your ability to place another order.



## Adequate Academic Progress

If adequate academic progress is not being made, the use of Educational Funds will be used first towards intervention/tutoring and curriculum to help instruction.

If a student is designated as needing intervention/tutoring, as determined by state and Elite benchmark testing, informal assessment, and work completion, the TOR shall earmark a minimum of \$200 per semester of Educational Funds to ensure funding for intervention, tutoring, or other means is available to close achievement gaps.

Requests for material and enrichment services other than tutoring and academic help may be denied if adequate academic progress is not being made.

## Use of Educational Funds

When deciding how to use Educational Funds for instructional materials, it is important to consider the following:

Educational funding is allocated to the student for the support of new learning with a relatively minimal amount allotted to the maintenance of skills that have already been mastered. Elite Academic Academy will not provide instructional materials or classes disproportionate to what a similar student would receive in a traditional public school. It is imperative that the core curriculum is purchased first.

**Acceptable Use of Educational Funds** Include:

- Textbooks and workbooks
  - Tutoring
  - Supplemental Instructional Community Partner Classes – e.g. Art, PE, Music
  - Approved Online Learning Programs
  - Basic School Supplies - Excessive quantities of any item are not allowed.
1. **Educational Materials That Support New Learning:** When utilizing Educational Funds, materials and services selected must promote and advance student learning and achievement and reading (library type) books that correlate to the student's academic plan. We encourage students to use their public library for books outside that scope.
  2. **Tracking of Materials:** Each Elite Educator and parent/legal guardian bears the responsibility for tracking the expenses incurred to meet the educational needs and choices of each student.

3. **Responsibility for Instructional Materials:** Parents assume responsibility for instructional materials upon receipt from Elite Academic Academy. All non-consumable items must be returned to the school in good condition upon request or upon disenrolling from the program. Families are welcome to keep learning materials over the summer if they are re-enrolled or if they are going to use the materials with other siblings. This is subject to the discretion of the Elite Educator/Program Director.
4. **Need to Reflect on an Appropriate Course of Study:** The purchase of educational materials should be consistent with the academic plan agreed upon by the parent/legal guardian and the Elite Educator.
5. **Non-Consumable Materials:** All materials ordered with educational funds are the property of Elite Academic Academy. All non-consumable materials ordered or borrowed from Elite Academic Academy that are no longer being used by the student must be returned to your Elite Educator when the family is done using them. If it is determined that any student has an excessive quantity of non-consumable materials checked out, these items will be requested to be returned.
6. **Lost, Damaged, or Misplaced Non-Consumable Materials:** Parents/legal guardians are financially responsible for any non-consumable educational materials that are lost, misplaced, or damaged by the family during the current academic school year.
7. **Educational Funds Do Not Roll Over from Year to Year:** Educational Funds issued each year are to be used during the current academic school year.
8. **Family Accounts:** The transfer or "pooling" of Educational Funds is a privilege afforded to Elite Academic Academy families and must be demonstrably related to a specific objective in core academic areas. No more than \$250 of a student's funds may be transferred to a sibling's account. This must be approved by the Program Director and Elite Educator and they have the discretion to deny this request.

### Additional Materials Ordering Information

1. **PE Equipment:** Educational funds may not be used for consumable PE-related items, which cannot be repurposed or subsequently used by another student (clothing, footwear, etc.) Basic sporting items such as a jump rope, a basketball, or a soccer ball **would be acceptable. Maximum of \$250 for athletic equipment.**
2. **Materials that create an "end product" (consumable):** A maximum of \$250 per student per year can be spent on supplies that have an "end product." These supplies include science kits, history/social studies kits, scrapbooking, fabric, crocheting materials, knitting

materials, construction paper, paint, glue, art pencils, crayons, cardstock, and all other art materials.

3. **Instructional Games and Kits (non-consumable):** A maximum of \$150 per student with a maximum of \$300 per family.
4. **Microscope:** Up to \$250 in Educational funds may be used to order one (1) microscope per family per academic year if there is not one available.
5. **Musical Instruments:** Up to \$250 in educational funds may be used per family for musical instruments and any peripheral items necessary for the basic use of the item. Any type of registration fee for music-related events, competitions, and/or performances are not allowed. Instruments are non-consumable material items and are the property of Elite Academic Academy. Any kind of deposits needed to rent musical instruments are not allowed as they would be the responsibility of parents/legal guardians. Parents/legal guardians are financially responsible for the care and maintenance of the musical items. Instruments must be returned when they are no longer part of the student's academic plan.
6. **Supplies:** Two printer cartridges and 6 reams of paper are allowed per family per year.
7. **Technology:** Students may request a Chromebook for \$225 in Educational Funds. Students who qualify for Free/Reduced lunch and do not have home internet access may instead request a Chromebook with LTE access for \$350 in Educational Funds. LTE access is limited to TMobile's service area and may not be accessible for every student. Families can also apply for discounted internet through <https://www.everyoneon.org/>. All issued devices are to be used for academic purposes only, and as such, will have internet filters and limited functionality. Issued devices are the property of Elite Academic Academy and must be returned in working order when unenrolling from the school, or as requested by the Technology Department for upgrades and servicing. Repair costs resulting from misuse will be charged to Educational Funds.
8. **Online Classes:** Online classes are acceptable uses of funds. Examples are Strongmind, Rosetta Stone, Raz-Kids, Time for Learning, BYU Online, Brave Writer, ALEKS, Art of Problem Solving, Well Trained Mind Academy, Online G3, Accelerate Ed, Edmentum, and other approved Community Partners.
9. **Educational Activities:** Educational Funds can be used for any Elite Academic Academy-sponsored events (educational activities).
10. **Tutoring:** Approved tutors or tutoring agencies for core curriculum improvement.
11. **Gym Memberships** for 12 years old and up - waiver must be signed.

12. **Other memberships** will be evaluated by the Program Director on a case-by-case basis and must meet Common Core standards.

## Unacceptable Use of Educational Funds

The following items are NOT allowed when using Educational Funds:

1. Excessive Quantities of any Educational Materials - No more than a reasonable per student quantity of items is permitted.
2. Generic library books intended for free reading and not a part of the student's academic plan. Please use your local public library.
3. Sophisticated Office Supplies: Filing or shelving units, paper shredders, paper cutters, laminate machines, electric pencil sharpeners, electric staplers, tape dispensers, etc.
4. Home and Office Equipment: DVD and CD players, tablets, faxes, phones, dictation equipment, TV's, three-in-one printer/copier/scanners, etc. It helps if a student's home is equipped with the basic home and office supplies.
5. Sectarian / Religious Service Community Partners or Materials: While some of our approved Community Partners may carry items that are religious in nature, such items cannot be ordered. (However, educational materials that survey a variety of world religions or viewpoints may be acceptable based on the academic plan at the discretion of the director.)
6. Food
7. Personal Hygiene Items
8. Kitchen Equipment
9. Yard Equipment
10. Special Education Services
11. Community Partners fees related to anything other than instruction: No fees unrelated to direct instruction will be allowed including registration fees.
12. Materials or services that may expose the student or Elite Educator to potential danger or serious injury are not permitted.
13. Dissection Tools and Science Kits (such as Chemistry) must be age appropriate.
14. Large or Heavy Items: Limited to those items which the staff can reasonably transport and house.
15. Inappropriate materials and/or services: Subject to review by the Elite Academic Academy Director.
16. Amusement Park Memberships are not appropriate for the use of Educational Funds.

*This list is not all-inclusive. Elite Academic Academy reserves the right to refuse selections that*

*are deemed inappropriate. Contact your Elite Educator if you have questions or concerns.*

## **Community Partners**

An Elite Academic Academy community partner is an independent contractor who partners with EAA to provide materials and/or services for EAA students that are paid for with the student's educational funds. Requests to add new Community Partners to EAA's approved list can be made by providing an Elite Educator with the Community Partner name, phone number, email address, website, and type of Community Partner. Elite Community Partners must go through our selection process to qualify to serve EAA students. EAA aims to provide a diverse range of curriculum to help personalize education for each student and has the right to refuse a partnership that does not meet the Elite guidelines.

Elite Academic Academy works with several Community Partners to help support our educational model and philosophy. Students can attend in-person partner classes up to two days per week ONLY. Community Partners are private entities that help support a well-rounded independent study educational journey. Community Partners are to provide enrichment ONLY opportunities while Elite Academic Academy provides core curriculum.

Please Note: Elite Academic Academy will not support a Community Partner that looks to be a private school, acting as a school or claiming they are a school.

An Elite Academic Academy community partner is responsible to have all new employees/contractors (hired subsequent to being approved as a community partner) cleared using DOJ Live Scan prior to having any direct contact with students. Community Partners shall provide Elite with an updated certification pursuant to the Employer Fingerprinting Clearance Form for each new employee/contractor that will be in contact with students. Community Partner shall continually monitor the status of all its employees/contractors to ensure that any certification provided to Elite remains valid and accurate.

## **Parent Reimbursement**

Students must be making satisfactory academic progress in core classes and must have the curriculum purchased prior to requesting reimbursements. All Community Partner educational opportunities need to be approved and put in the OPS system by your Elite Educator. If you want to be reimbursed for the approved curriculum, you must also have pre-approval in writing. (All Educational fund and Community Partner Policies outlined above also apply to enrichment. )

Working with a Community Partner, not on EAA's approved list, must be approved by an Elite Educator prior to enrolling. Reimbursements are only applicable to pre-approved Community Partners by the Elite Educators and Directors that are not on the EAA's approved list. Reimbursements are obtained by completing the required form and submitting the original receipt within 30 days of completed service. We do have organizations and items that are not

eligible for reimbursement so it is very important that pre-approval is given BEFORE attending a class or purchasing items. Please see your TOR for more information.

In addition:

1. Parents/Guardians must contact their Elite Educator prior to registration in the class to check on the availability of funds and ensure academic alignment.
2. Parents need approval in writing that the class is aligned with the students' academic program and they are eligible for reimbursement.
3. If funds are available, Parents/Guardians will submit the "Enrichment Experience Parent Pre Approval Reimbursement Request Ticket" located on the Parent Portal of the Elite Academic Academy website (<https://www.eliteacademic.com/student-parent-portal/>).
4. Elite Educators must include a description of the class/course and how it aligns with the standards.
5. Parents are reimbursed after completion of the class.
6. Reimbursements are only applicable to pre-approved Community Partners by the Elite Educators and Directors that are not on the EAA's approved list.
7. Reimbursements MUST be submitted no later than 30 days after the service is provided or good is received. Late reimbursements are subject to denial.

[Parent Material Expense Reimbursement](#)  
[Enrichment Reimbursement](#)

See Elite Academic Academy's website for EAA's approved community partner list!

## Assessment

The goals of assessment are multi-layered. The goal is for staff to use assessment data not only to monitor and demonstrate continuous student progress and identify the areas for improvement, but also to measure the effectiveness of teaching strategies, and progress toward meeting school-wide and state standards, and to evaluate the implementation of the annual strategic planning goals.

Elite Academic Academy recognizes that no single assessment can provide all of the necessary information to make fully informed curriculum and instruction decisions. A comprehensive assessment system, however, can provide useful data to assist the decision-making process. The following guiding principles are considered critical factors in the analysis of assessment data:

1. Assessments are an integral part of the instruction.
2. Using multiple indicators of assessment to evaluate success is essential.
3. Collecting and maintaining quality assessment data is important.
4. Emphasizing the comparison of assessment data from year to year is the centerpiece of our improvement.
5. Communication of assessment data helps make informed decisions.

## Standardized Testing

### CAASPP

State tests are an objective way of showing how well students met the expectations of the grade level. They are only one of many measures and aren't meant to tell the whole story of a student's performance. They should be combined with other information, such as report card grades, classwork and teacher observations to give families a more complete picture of their child's academic performance.

In California, students in third through eighth and 11th grade take the Smarter Balanced test in English language arts and math. It is part of the state assessment system known as the California Assessment of Student Performance and Progress (CAASPP).

Learn more about the test by going to: <https://ca.startingsmarter.org/>

Area	Content	Test	Participants	Grades	Window
CAASPP	ELA and Math	Smarter Balanced	All students at designated grade levels Exceptions: Students participating in CAAs and Els who are in their first year of attending US school	3-8 and 11	Spring
CAASPP	ELA and Math	Smarter Balanced Alternative Assessment	Students with the most cognitive disabilities whose active IEP designates the use of an alternate assessment	3-8 and 11	Spring
CAASPP Interims	ELA and Math	Smarter Balanced	All students	K-12	Optional test available at any time throughout the year
CAASPP	Science	CAST	All students at designated grade levels Exceptions: Students eligible for CAA for Science	5,8 and once in high school	Spring
ELPAC	Listening Speaking, Reading, and Writing	Initial ELPAC	All students whose primary language is not English as indicated on the Home Language Survey	K-12	Administered within 30 days of enrollment
ELPAC	Listening, Speaking, Reading, and Writing	Summative ELPAC	Identified English learners until they are re-designated as fluent English proficient	K-12	Feb 1 – May 31
PFT	Physical Fitness	Fitness gram	All students in designated grade levels	5,7,9	Feb 1 – May 31

## ELPAC

The ELPAC is the required state test for English language proficiency (ELP) that must be given to students whose primary language is a language other than English. State and federal law require that local educational agencies administer a state test of ELP to eligible students in kindergarten through grade twelve. The ELPAC is aligned with the 2012 California English Language Development Standards. It consists of two separate ELP assessments: one for the initial identification of students as English learners (ELs), and a second for the annual summative assessment to measure a student's progress in learning English and to identify the student's level of ELP.

## PFT

The physical fitness test (PFT) for students in California schools is the FITNESSGRAM®. The main goal of the test is to help students in starting life-long habits of regular physical activity.

Students in grades five, seven, and nine take the fitness test.



## Elite Internal Benchmark Assessments

It is required that all Elite Academic Academy students grades 2-12 take the iReady diagnostic at least once yearly and K-1 use the EasyCBM as a constant progress monitoring tool with a minimum of three diagnostics per year. Elite reserves the right to use alternative and more frequent informal assessments to support in gaining knowledge on the student's academic ability.

### iReady Diagnostic

iReady is an adaptive math and reading assessment designed to provide teachers with actionable insight into student needs. It offers a complete picture of student performance and growth, eliminating the need for multiple redundant tests. By adapting to student responses and assessing a broad range of skills—including skills above and below a student's chronological grade—the iReady Diagnostic pinpoints student ability level, identifies the specific skills students need to learn to accelerate their growth, and charts a personalized learning path for each student.

### EasyCBM (K-1)

What are CBMs? CBMs are standardized measures that sample from a year's worth of curriculum to assess the degree to which students have mastered the skills and knowledge deemed critical at each grade level. At each grade level, alternate forms of each measure type are designed to be of equivalent difficulty, so as teachers monitor student progress over time, changes in score reflect changes in student skill rather than changes in the test forms.

The reading tests include measures of: Alphabetic Principle (Phoneme Segmenting, Letter Names), Phonics (Letter Sounds), Fluency (Word Reading Fluency, Passage Reading Fluency), Vocabulary, and Comprehension (Multiple Choice Reading Comprehension). These measures are based on the "Big Five" from the National Reading Panel. Phonemic Awareness Alphabetic Principle Accuracy and Fluency with text Vocabulary Comprehension

The math tests are based on the National Council of Teachers of Mathematics (NCTM) Focal Point Standards in Mathematics and include three test types per grade (aligned with the NCTM Curriculum Focal Points for each grade level). Each of the math tests is comprised of 16 items.

## Optional Assessments

### SAT/ACT

The SAT Reasoning Test and the American College Testing Program (ACT) are standardized tests for college admissions. ACT and SAT tests are paid for individually by families or by fee waivers from the School Counselor. Most colleges accept the SAT or Subject Tests as part of their

admissions process. The ACT test assesses high school student's general educational development and their ability to complete college-level work. For the latest SAT/ACT schedule and practice materials go to the website <https://collegereadiness.collegeboard.org/sat>.

## PSAT/NMSQT

The Preliminary SAT/National Merit Scholarship Qualifying Test is a co-sponsored program by the College Board and National Merit Scholarship Corporation (NMSC). PSAT/NMSQT stands for **P**reliminary SAT/**N**ational Merit Scholarship Qualifying Test. It is a practice test for the SAT Reasoning Test and gives students a chance to enter the National Merit Scholarship Corporation (NMSC) scholarship programs. The PSAT measures critical reading skills, math problem-solving skills, and writing skills. Students can register for these tests independent of EAA but can see an administrator or counselor for more information or fee waiver criteria. For the latest PSAT/NMSQT testing schedule or practice, material go to the website <https://collegereadiness.collegeboard.org/sat>.

## Grade Level Promotion, Retention, & Acceleration

Provisions for successful student progress toward identified benchmark expectations in meeting the California Content Standards shall be made by offering educational experiences of increasing complexity.

Each student's Academic Learning Plan shall be an integral part of the educational experience; providing students in need with the appropriate prevention, early intervention, remediation, and ongoing assessment and support services to help ensure success.

Decisions on the grade placement of students shall be based on academic performance and analysis of appropriate student data within a standards-based education system. Factors to be weighed in the decision for grades K-8 include:

1. Achievement is demonstrated by academic performance and successful progress in meeting identified benchmarks as specified in the California Common Core Standards.
2. Multiple student data sources and supporting evidence including:
  - a. Report card and General Learner Outcomes ratings;
  - b. School assessments;
  - c. Student portfolios;
  - d. Student performance on the CAASPP; and
  - e. Student progress on an Individualized Education Program (IEP).

Should the decision regarding promotion/retention/acceleration of a student be in question, the final decision of placement will be made by the Director upon completion of an SST and review of documentation and recommendation of the student's teacher(s) and in consultation with parents, and may include:

1. Promotion – placement in the next succeeding grade.
2. Conditional promotion – placement in the next succeeding grade with reservation.
3. Retention – placement in the same grade.
4. Acceleration – placement in a grade higher than the next succeeding grade.

## Grade Level Retention

1. There can only be one retention for children grades K-8.
2. Parents have the right to voluntary retention one time in a child's K-6 career and must complete this board-approved waiver. This form can only be completed using DocuSign, and will NOT be accepted prior to a meeting with parents.
3. Currently enrolled students in grades 7-8 can only be retained for primarily academic purposes as deemed throughout the SST process.

4. Parents must attend an SST and be given research and literature on the benefits and risks both academically and socially for retention.
5. Students must have an academic plan in place to support continued growth.
6. Students being recommended for retention may need to complete at least two months of intervention using Fast ForWord or a designated program before retention is approved
7. Voluntary Retention is not a part of the enrollment process. Retention is something that must be discussed with the academic team AFTER enrollment has been completed.
8. Parents may appeal retention to the CEO or designee with their decision being final.
9. Students who have been retained once and are still experiencing academic difficulty should be referred to a Student Study Team, to ensure appropriate supports and services are in place for student success.
10. If a student has an IEP, retention would be an IEP team decision.
11. Retention/Promotion meetings take place in May (Year Round) and August (Traditional) each school year for the next year placement.
12. If a student is newly enrolled, and parents bring up a concern, a SST the meeting will take place within the first two weeks of enrollment as long as that enrollment is before October 31st. Enrollment after October 31st will lead to retention for the following school year.
13. Students must be enrolled in their current grade level upon enrollment.
14. Mid- year retentions are not permitted.

## **Acceleration/Advancement**

This procedure is used when a request is made for a child to be placed in one or more grade levels above the next sequential grade, otherwise known as "double promoted."

Identification of children for advancement is through parent referral, Teacher of Record, and/or Academy Director.

Children are first provided enrichment and acceleration activities within the regular curriculum to differentiate and appropriately challenge their giftedness. On occasion, a child is so advanced intellectually, physically, socially, and emotionally that a grade advancement/double promotion is requested by a parent and/or recommended by staff.

Once a child has been identified as a potential candidate, the Academy Director explains the assessment process to the parent.

1. Academy Director arranges for an initial SST meeting to determine if a more intense response to the current curriculum and enrichment activities is necessary. Participants share observations and review test data on reading, writing, and mathematics, as well as the current curriculum to understand the child's intellectual, achievement, and social/emotional development level and needs. Participants include the Academy Director, parent, Teacher of Record, School Counselor (if middle or high school student), and Special Education representative. Other team members may include the content teacher, social worker, speech/language therapist, or other people of interest. If the team concludes that the current curriculum meets the student's needs, no additional steps are required at this time. The Teacher of Record continues to monitor the child's progress to continue providing appropriate enrichment as needed.  
If the team seeks more information, these next steps are followed.
2. The SST team recommends a battery of assessments to be completed by staff. The process concludes when any measure does not meet Double Promotion criteria.
  - a. Above Grade-Level iReady assessment in alignment with the grade level the student will be moved into. For example, if a sixth-grade student is being considered to move to seventh grade at the start of the second semester, the child should show the proficiency of seventh grade, semester 1 concepts on iReady assessments.
  - b. Elite's contracted School Psychologist administers the WISC-V Wechsler Intelligence Scale for Children test (WISC®-V), an intelligence test that measures a child's intellectual ability and 5 cognitive domains that impact performance. Only if the child meets the cognitive/ability score requirement are further academic and social-emotional assessments conducted.
  - c. Once data is collected, the Academy Director meets with the SST team and parents to determine student eligibility for double promotion. Each professional reports assessment results and observations. Criteria for Double Promotion are clearly stated and adhered to during the meeting.
  - d. If the student's performance meets requirements and the various factors have been seriously considered with satisfaction, support for Double Promotion is warranted. In that case, parents make the ultimate decision. If the recommendation is for the child to remain in the current grade level or not to be promoted, the team and parents discuss options for enrichment and/or differentiation opportunities, as needed.
  - e. The School Counselor verifies the decision in a letter to the parents and places a copy in the child's school records.

## High School Students

EAA's graduation requirements emphasize university preparatory courses of English, Mathematics, Science, Social Science, a Language Other Than English, and Visual and Performing Arts.

### Credit and Graduation Requirements

EAA awards five credits per course, per semester. High school students are expected to be enrolled in a minimum of 30 units per semester; 230 credits are required to graduate. Students are eligible for a high school diploma when all requirements have been met. Please note that for UC/CSU admission eligibility, students will need to pass all A-G classes with a grade of C or higher. High School students are assigned a grade level based on the year of 9th-grade entry. See your Academy Teacher and counselor for course options.

### Graduation/Promotion Ceremony

Graduation and Promotion ceremonies are an exciting time for Elite staff, students, and families! Graduation and Promotion ceremonies take place once a year at the end of the school year at various locations. Students and parents will be notified of graduation and promotion locations, dates, and times in ample time for planning. The number of ceremony tickets per graduate for families and friends to attend will depend each year on the venue size and amount of graduates.

### Ceremony Participation for Summer Graduates

Graduating students who still need to complete two or fewer courses will be allowed to participate in the June graduation ceremony with the expectation that they complete their remaining courses in the summer. Students who need more than two courses to graduate will not be able to participate in the June Ceremony, but will be invited to attend the ceremony the following year.

### High School Graduation Speakers

It is the policy of Elite Academic Academy to encourage the involvement of as many students as possible in the graduation ceremony. Therefore, the selection of student speakers should not be confined only to those students with academic honors. In addition to a Valedictorian and Salutatorian, EAA academy directors will select 3 students, one per academy, to be keynote speakers at graduation. Students will have 2-3 minutes to present their speech during the ceremony.

## High School Graduate “with Honors”

EAA graduates with an overall GPA of 3.5 or higher after the completion of the first semester of their graduation year will be distinguished with gold honor cords at graduation in recognition of their academic achievement.

## Transfer Credits/Transcripts

EAA seeks to work with each of the school districts in which students may be re-enrolling to agree upon transfer credit back to the district.

All students will be provided the information about the transferability of academic credit to other public high schools and the eligibility to meet college entrance requirements at the time of enrollment.

If a course title is amended, the new title of the course will be reflected on any current transcripts. EAA will retain a comprehensive list of courses.

## Repeated Courses/Credit Recovery

Courses that may be repeated for credit will be listed in the course description (e.g. English 9A). Courses in which grades of a D/F are earned may be repeated. The highest grade will be used in the GPA calculation. UC only allows a course to be repeated one time for grade replacement.

## Partial Credit

A high school student is eligible to earn partial credit if they complete at least one-half of the course. Students will earn either 2.5 or 5 credits for a course.

## Community College Information-Concurrent Enrollment

Per Ed Code 48800 high school students may enroll in two community college courses each semester to earn both high school and Community College Credit as part of an advanced academic option with the approval of the School Academic Counselor while also taking a minimum of four Elite Academic Academy classes (20 credits).

Courses may be taken at a Community College for dual enrollment/concurrent enrollment credit if the following circumstances have been met:

1. Must be in good academic standing with Elite Academic Academy (to ensure the student has enough ability for college rigor).
  - a. Have received a 2.5 GPA in his/her most recent semester.
  - b. Have received a minimum of 20 credits in his/her most recent semester.
  - c. Demonstrate good attendance.

- d. Must be enrolled in a minimum of 20 credits with Elite Academic Academy each semester.
  - e. Demonstrates adequate preparation in the discipline to be studied (Ed Code 48800 d).
  - f. For Summer Courses: Exhausts all opportunities to enroll in an equivalent course, if any, at his or her school of attendance (Ed Code 48800 d)
2. College courses must be approved by the school counselor to enroll in the courses, to ensure courses meet one of the student's graduation requirements and/or post-secondary plans.
  3. A concurrent course form needs to be completed by the school counselor and needs both parent and student signatures. The School Counselor must sign the college approval forms prior to the student's entry to community college. Community college courses that are "100" level or above will earn an extra point on the grade scale, beginning in 10th grade, so an A would be worth 5 points on a 4-point high school scale.

### Community College Credit

High school credit will be awarded as follows for students in grades 9-12: Courses that are "3 units" or above. One semester of community college is equivalent to one year of high school credit. One community college course of 3 units or above = 10 high school credits (one year).

Community College Course Units Conversion:

1 Unit = 2.5 High School Credits

2 Units = 5 High School Credits

3 or More Units = 10 High School Credits



## Middle School Students

Middle School students may enroll in high school level classes in both world language and mathematics as part of their middle school coursework with approval from the school counselor. Middle school students will need to meet a criteria on their i-Ready testing for Mathematics. The course of study taken at the middle school is comparable to those same courses which are taken at the high school level; however, no high school credit will be granted for these courses taken in middle school. Students who are designated as double advanced and/or gifted according to state and local tests may be eligible for highschool credits. This would be determined on a case by case basis by the SST team, School Psychologist, School Counselor Director and/or supervisor and in alignment with our grade level promotion policy. For students exiting Elite Academic Academy, the course and grade may be entered on the high school transcript, but under no circumstance will the grade be calculated into the student's high school GPA.

This policy also applies to students in middle school who take advanced placement courses at the high school. Enrollment in these courses is on a space-available basis with the approval of both the high school and the middle school Academy Directors and school counselor.

## Student Support Services

The Student Support Services Team fosters positive relationships among educators and students through social-emotional learning, academic interventions and support, college and career readiness plans, and collaborative problem solving to ensure every student thrives - all in one team. We are responsible for the “whole child” and provide support to ensure the success of all students.

### School Counselor

Our Elite Academic Academy (EAA) School Counselor is available to support students with their academic, college, career, and social/emotional needs. Our counselor works collaboratively with students, parents, Elite Educators, and the Student Support Services team to advocate for and empower students and to ensure that the best decisions are being made for each student and their individualized education plan. Working alongside students and staff, our counselor ensures all Elite students are college ready by helping choose appropriate courses to meet A-G and NCAA eligibility as appropriate. Our School Counselor is also the Dual Enrollment coordinator and can assist students interested in taking community college classes.

### School Social Worker

Our Elite Academic Academy (EAA) School Social Worker is a mental health professional who is available to support caregivers and students with social-emotional needs. School social workers collaborate with students and families to reduce any barriers to school engagement at school-wide to individual levels. Our school social worker provides short-term individual mental health counseling, resource linkage for families, schoolwide psychoeducation and training, parent/guardian support and information, and crisis interventions. Short-term counseling can address any emotional, social, or developmental needs the student has that present an obstacle to school. Students in need of longer-term or more intensive emotional support can continue to meet with the social worker, and will additionally be referred to CareSolace; Elite partners with CareSolace in order to connect families to access mental health care outside of school. Our school social worker also serves as our Crisis Response Team Lead, Suicide Prevention Liasion, and McKinney-Vento Liasion.

### Student Support Teams - SST

The SST is a school-based problem-solving team composed primarily of general educators who provide support to teachers to improve the quality of the general education program and reduce the underachievement of students.

The purpose of the SST is to design a support system for students having difficulty in the regular classroom. The SST is a group formed within the school to further examine a student's academic,

behavioral, and social-emotional progress. The SST team will propose interventions for the student.

## **Academic Probation**

Elite Educators, counselors, and administration will ensure that student success is one of our top priorities. If a student is not making academic progress, Elite Educators will put together an SST plan to help ensure student success. The Student Support Services team will oversee this process and ensure students' needs are being met. This could include additional meetings or outside tutoring. If, after the intervention, insufficient progress continues, the student may be placed on academic probation:

1. Student has failed the last two (2) courses assigned.
2. Students have more than two (2) failing grades on record within an academic year.
3. Students do not comply with Elite Academic Academy's attendance policies.
4. Students have not attempted or complied with the "SST Plan" designed by the Elite staff for support.

## English Language Learners (EL)

Elite Academic Academy (EAA) will translate documents for families, as required by law. Documents including English Language Proficiency Assessment for California (ELPAC) testing correspondence and reclassification materials will be translated as needed.

A Home Language Survey is sent home prior to the beginning of the school year, which targets students whose primary language at home is a language other than English. Those whose primary language is other than English will be classified as a To Be Determined (TBD) English Learner (EL).

The process for English Learners is as follows:

1. Newly identified (TBD) English Learners are tested at the beginning of each school year or within 30 days of enrollment using the Initial English Language Proficiency Assessment for California (ELPAC).
2. Previously identified EL students take the Summative English Language Proficiency Assessment for California in Spring
3. After the State ELPAC scores are released, parents have notified of the results within 30 days.
4. EL students who do not accelerate one level per year on the ELPAC, or a similar benchmark, will be monitored and offered extra targeted support services.

All EAA students are in the English Language Mainstream academic program, with an EL Support Course (Such as English Language Development ELD). The mainstream curriculum is supported by EL-authorized teachers and includes vocabulary, visual, and thematic based support. EL students are accommodated within the curriculum by providing multiple opportunities to demonstrate mastery on all assessments, including writing assignments.

## Criteria for Reclassifying Fluent English Proficient (RFEP)

The following criteria are used in tandem to determine reclassification:

1. Early Advanced or Advanced with no subscore below Intermediate, or (3) on the Summative ELPAC.
2. Parent Approval.
3. Teacher, Academy Director, or Assessment Director approval based on work product, performance in courses, or other relevant academic criteria.

## Special Education/504

Elite Academic Academy adheres to all laws regarding special education including the California Education Code; the Individuals with Disabilities Education Act (IDEA); Section 504 of the Rehabilitation Act; and the Americans with Disabilities Act (ADA).

As a public school, Elite Academic Academy provides eligible students with disabilities a free appropriate public education (FAPE) through the provision of special education and/or related services, depending on their disability and level of need, under an Individualized Education Program or a Section 504 Plan.

Contact Elite Academic Academy's Special Education Coordinator for more information on Elite Academic Academy's policies and procedures related to the identification, evaluation, placement, and provision of FAPE to students with disabilities.

### Child Find

Elite Academic Academy ensures that all children with disabilities within its jurisdiction, including children with disabilities, who are homeless, or wards of the state, regardless of the severity of their disability, and who are in need of special education and related services are identified, located, evaluated, and given proper special services provided by the school. If you suspect your child has a disability, please contact the Elite school counselor for further steps.

# Technology

## Acceptable Use Agreement

Elite Academic Academy ("EAA") offers its educational community a wide range of technologies and online tools to support teaching and learning. EAA is committed to promoting a respectful, secure, and responsible learning environment in all areas of the educational setting, including the digital context. This Technology Acceptable Use Agreement ("AUA") provides students and parents (all references to "parents" in this AUA include parents and/or legal guardians) with the rules, expectations, and guidance for a student's appropriate use of EAA technology.

Use of EAA technology shall comply with all Elite Academic Academy Board policies and procedures as well as all applicable federal and state laws. California Education Code 48900 also applies to this AUA.

EAA technology includes computing devices and peripherals (e.g., computers, laptops, tablets, wearable technology, etc.); network and communication devices/services (telephones, wireless networks including WiFi access points, email systems, etc.); EAA-managed online services (such as G-Suite/Google Apps For Education, Parent/Student Square, StrongMind, etc.); access to all online collaboration and information sources; and any and all future technology provided to students.

The use of EAA-provided online accounts and technology is a school-sponsored activity. Actions and behaviors while using school accounts and/or technology falls under the purview of this AUA. Students are cautioned to communicate responsibly while online at all times to ensure the school environment remains safe and welcoming to all.

By accepting and using EAA technology students and parents agree to the following:

1. Students and parents grant specific consent, as defined by the California Electronic Communications Privacy Act (also known as "CalECPA" or Senate Bill 178), for EAA to review and monitor all electronic communication information and electronic device information created with, stored on, or transmitted via EAA technology.
2. Student use of EAA technology may be monitored or accessed without any further advanced notice. Students have no reasonable expectation of any right to privacy while using EAA technology; which includes any and all files and communications traveling over or stored on its network, or while using EAA provisioned accounts and online resources including email and online collaboration tools.
3. Elite Academic Academy staff may act as an authorized agent for the creation of online student accounts solely for educational purposes in accordance with state and federal student information privacy laws (COPPA, FERPA, SOPIPIA, etc.). EAA-managed student accounts may include, but are not limited to, online accounts created to access Google

G-Suite (Google Apps for Education), StrongMind, ParentSquare, Fast ForWord, and any other apps, programs, or online services and digital curriculum resources for the purpose of student learning.

By law, parents may choose to opt-out of this implied parental consent by obtaining a Student Online Account Opt Out Form from the Instructional Technology Dept, completing the form, and scheduling a conference with the school Director to discuss the reasons for and the consequences of opting out, which may include an inability to continue accessing the EAA curriculum.

4. The following activities or uses of technology are prohibited to ensure a respectful digital learning environment:
  - Using technology to threaten, bully, or harass others by sending, accessing, uploading, downloading, or distributing text, images, or other materials or means that are offensive, threatening, profane, obscene, or sexually suggestive or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion or political beliefs.
  - Searching for, accessing, creating, or possessing lewd, sexually suggestive, graphically violent, illegal, or derogatory/demeaning images and/or media files.
  - Bypassing (or attempting to bypass) the EAA's internet content filter through a web proxy, anonymizers, or other means from an EAA device.

## **EAA Online Netiquette and Policies**

"If you wouldn't do or say it in real life, don't do it online either."

Netiquette refers to the rules that apply to EAA's online communication. Below are guidelines for students to adhere to for email and when posting online for class discussions, collaboration, and presentations:

1. Do not type in ALL CAPS! To others reading your screen, it seems as though you are yelling!
2. Stay on topic; if the conversation leads you in a completely different direction, leave the other topic for discussion via IM, online chat groups, clubs, in person, or on the phone.
3. Do not badmouth others or call them names. If you disagree with a classmate on a topic, state your opinion without name calling.
4. Address classmates with their names. Always say "please" and "thank you." Manners go a long way!
5. Make sure you read through the entire discussion thread before responding. Someone else may have already posted your idea.

6. Always check spelling, and grammar, and read through your response before posting. Autocorrect can sometimes be incorrect.
7. Be forgiving of your classmates if they make a mistake. We are all in this together to learn and sometimes the best lessons come from simple mistakes.

## Cyberbullying and Harassment

Elite Academic Academy have a zero-tolerance policy for cyberbullying or harassment of any kind. Students are responsible for behaving in an appropriate, responsible, ethical, and legal manner when communicating online or in person.

1. Harassment is defined as any unwanted conduct or creating an unpleasant or hostile situation based on a protected class (i.e. race, color, national origin, religion, gender, age, disability, or sexual orientation).
2. Cyberbullying can be, but is not limited to, threats, insults, verbal abuse, racial slurs, and sharing negative, harmful, false, or mean content about someone else through digital devices and platforms (IM, email, discussion threads, chat rooms, websites, social media, etc.).
3. Offensive content is defined as, but is not limited to, sexual comments, sexual images, racial slurs, gender-specific comments, disabilities, color, race, or economic status. Examples of this behavior include but are not limited to:
  - Sending false, cruel, vicious messages.
  - Creating websites that have stories, cartoons, pictures, and jokes ridiculing others.
  - Breaking into an email account and sending vicious or embarrassing materials to others.
  - Engaging someone in electronic communication, tricking that person into revealing sensitive personal information and forwarding that information to others.
  - Posting a picture of someone else without their permission.

When communicating in the EAA online environment, students are expected to adhere to the following procedures, regulations, and policies:

1. Accepting an instant message (IM) means it will be used properly for school purposes and communication with faculty and staff will be appropriate and free from cyberbullying or harassment.
2. Communication via email or Live Sessions will be free from cyberbullying and harassment. Contents in an email or Live Sessions will be school appropriate.
3. Cyberbullying or harassment by any faculty, parent/guardian, or student will not be tolerated in the online environment or in person.



Harassment, cyber-bullying, and offensive content are actions that present situations which interfere with the culture of Elite Academic Academy and student academic and social success; they will not be tolerated.

### Student Reporting for Cyberbullying/Harassment

If a student feels that he/she is a victim of cyber-bullying or harassment, the following steps should be followed:

- Do NOT respond to the person accused of harassment or cyberbullying.
- Keep evidence of cyber-bullying and record the times, dates, and descriptions or screenshots of the bullying.
- If the cyberbullying from another student occurs during a live session or group assignment, notify the Elite Educator and send the Elite Educator documentation as soon as possible.
- If Cyberbullying or harassment occurs from another Elite student outside of the classroom environment, document the incident and send the documentation to the Program Director as soon as possible.
- If the Cyberbullying or harassment is from an Elite Faculty member, document the incident and report it to the Program Director as soon as possible.
- If the Cyberbullying or harassment is from an Elite Administrator, document the incident and report it to the School Counselor as soon as possible who will report it to the Chief Executive Officer.

### Administrative Action Plan for Cyberbullying/Harassment

When a student reports an incident of cyber-bullying or harassment to an Elite Educator, the Elite Educator will follow the protocol below:

1. Review documentation of abusive communication from the student.
2. The Elite Educator will discuss the incident with the accused student and determine the best course of corrective action. If the incident is severe enough, the teacher will contact the Program Director. Documentation of the incident will be placed in the student's discipline file.
3. The Elite Educator will schedule a phone conference with the accused student's parent(s)/guardian to discuss the matter.
4. If, in the sole discretion of EAA the incident warrants consideration of expulsion, EAA may initiate the expulsion process.

When a student reports an incident of cyberbullying or harassment to a Program Director, the following protocol will occur:

1. The Program Director will collect all available documentation concerning the incident.
2. The Program Director will discuss the incident with the student and will decide what further actions if any, are appropriate. Documentation of the incident will be placed in the student's discipline file.

If a student reports harassment or cyberbullying by an EAA staff member or Community Partner, EAA will take necessary actions in accordance with EAA policies and as required by state and federal law.

Consequences for students who partake in Cyberbullying or Harassment may include:

1. Participate in a parent(s)/guardian conference.
2. Receive a warning about a possible expulsion for a repeated offense.
3. Work with the school counselor to complete a bullying prevention program.
4. Attend counseling sessions.
5. Referred to be a candidate for expulsion.
6. Notification sent to Law Enforcement.

The Program Director will promptly notify the parents or guardians of the target and the aggressor about the results of the investigation; and, if bullying or harassment is found, what action is being taken to prevent further acts of bullying or retaliation. Because of the legal requirements regarding the confidentiality of student records, the Program Director cannot report specific information to the target's parent or guardian about the disciplinary action taken unless it involves a "stay away" order or other directive that the target must be aware of in order to report violations.

## Elite Google Accounts

Students will use Elite-issued Google Suite accounts to complete assignments, communicate with their teachers, sign in to Chromebooks (when issued), and learn 21st-century digital citizenship skills.

These tools include:

- Gmail: an email account within the Elite domain, i.e. Joe.Chavez@eliteacademic.com (with limited capabilities)
- Google Docs: word processing, spreadsheet, presentation and drawing applications that allows multi user access and editing.
- Google Drive: document storage that allows the student to access documents from any device with web capabilities.

Remember that G Suite is a school environment. You are responsible for following all Elite Academic Academy guidelines when using these tools. Although parents may request that students share the password with them, it should not be shared with anyone else.

## Elite-Issued Chromebooks

Students needing access to technology may have an Elite Chromebook issued to them. Use of this equipment/property is for the benefit of the student and any other use is not authorized.

1. Loaned equipment/property shall be reasonably safeguarded and secured.
2. Loaned equipment/property remains the property of Elite and will be returned when the student ends enrollment or upon the request of Elite staff.
3. Any loss or damage of equipment/property SHALL be immediately reported to Elite Academic Academy Charter School (EAA). The borrower is fully liable for any damage or loss occurring to the equipment due to negligence during the period of its use. The cost for repairs or replacement will be taken from instructional funds. Users shall not be responsible for damage due to normal wear and tear or due to an internal hardware/software failure.
4. Students will only use their Elite-issued school Google account when using an issued Chromebook.
5. Chromebooks are filtered and monitored for inappropriate internet usage. Repeated violations could result in forfeiture of the use of the device, and/or disciplinary action.

## Elite-Provided Internet Access

Internet access allows students to meet the attendance requirement for courses; offers valuable information for the students academic research; and allows diversity for learning; however, access to the internet must be used in a responsible, ethical, safe, and legal manner.

On a global internet network, it is impossible to control all materials and sometimes students may discover controversial information by accident or deliberately. Elite-issued Chromebooks are equipped with a web filter and monitor program to limit exposure to inappropriate material, but Elite Academic Academy (EAA) families should be aware that some material available and accessible on the internet may contain inaccurate information, offensive information, and some potentially illegal items.

With this said, Elite Academic Academy does not authorize and does reject all claims accessed via the internet. This disclaimer includes direct, incidental, consequential, indirect, or punitive damages arising from the use of the internet. EAA believes that the benefits from the use of the internet for academic purposes far outweigh that of material that users may procure which is inconsistent with EAA's academic goals.

Internet access is a privilege, not a right; therefore, students, families, and staff must adhere to the strict guidelines of EA internet use. Below are examples of internet usage which may result in punishable infractions:

- Using obscene, profane, lewd, vulgar, rude, threatening, or disrespectful language (CA Law & EVA policy)
- Copying or plagiarizing internet content.
- Creating or distributing computer viruses or content that may be harmful to others' computers
- Hacking into others' systems
- Sending spam mail

When students end their enrollment with Elite, the family is responsible for packaging the device so as to prevent breakage and returning it to Elite Academic Academy within 14 days of withdrawal.

Failure to return the device will result in a bill of charges being sent to the family.

## **Canvas Learning Management System (LMS) Technology Requirements**

For best performance, the Canvas Learning Management System should be used on the current or first previous major release of Chrome or Firefox. Although Canvas runs on Safari, some StrongMind courses are not compatible with this browser. Because Canvas is built using web standards, it runs on Windows, Mac, Linux, iOS, Android, or any other device with a modern web browser.

Canvas only requires an operating system that can run the latest compatible web browsers. Your computer operating system should be kept up to date with the latest recommended security updates and upgrades.

For troubleshooting help, please contact the Technology Department for assistance.

## **Student Portal Pictures on Canvas LMS**

When uploading your student picture in the LMS, there are guidelines to follow. Your portal photo should follow these guidelines:

1. A single headshot from the shoulders up; do not include photos with groups of people.
2. A current photo.
3. Make sure your photo is right-side up and not slanted or sideways.
4. Do not use blurry photos or photos with a filter.
5. Writing on the photo is not permitted.
6. Not include any profanity, grand-related symbols, or offensive content

# Elite Academies

## Homeschool Academy

Elite Homeschool Academy (EHA) is for students and families who love the flexibility of learning from their own home! Parents work in conjunction with Elite Educators in this model. Every student benefits from the expertise and support of a California Credentialed Elite Educator.

### Parent's Role

Parent support is vital in ensuring student success. The role of a parent, as the primary provider of instruction to the student at Elite Homeschool Academy, is as follows:

1. Provide all required documentation for enrollment.
2. Attend IEP or 504 meetings, if applicable.
3. Select curriculum, plan and implement daily lessons with the support and guidance of an Elite Educator. The Elite Educator will assist in curriculum selection, and/or creating lesson plans, and daily schedules.
4. Provide academic instruction daily in at least two or more subjects, in accordance with Independent Study Policy (see 'Attendance' section below)
  - a. TK/Kindergarten - 3.5 hours of core instruction per day which includes physical education, music, and art
  - b. 1st -3rd Grade - 4.8 hours of core instruction per day which includes physical education, music, and art
  - c. 4th-8th grade - 5.2 hours per day of core instruction which includes physical education, music, art, or foreign language
  - d. 9th-12th grade - 6.2 hours per day of core instruction which includes all high school classes
5. Have students attend and complete all mandated school assessments, plans of intervention, tutoring sessions, synchronous sessions, and teacher meetings.
6. Communicate regularly with their Elite Educators and return emails and/or phone messages within a 24-hour period. Failure to communicate and submit school work to ensure learning is happening with Elite Staff in a timely manner will result in an evaluation meeting to determine if a student needs an academy/teacher change or should be exited from the program. Access to a computer and email is vital.
7. Touch base with their Elite Educator once per week and meet in person if required.
8. Sign all necessary documentation in a timely manner (Master Agreements, Learning Logs, etc.)
9. Submit proof of learning through student work weekly to their Elite Educator.

10. Be prepared and meet with their Elite Educator at least once approximately every 20-35 school days for an Academic Consultation. (Meetings are approximately 45 minutes – 60 minutes per student). At the Academic Consultation, the parents should be prepared to do the following:
  - a. Have each student prepared to discuss all of the learning that occurred over the learning period.
  - b. Arrive on time to scheduled meetings with all necessary materials.
  - c. Provide a comprehensive review, summary, and reporting of student work that was done.
  - d. Provide parent-reviewed assignments, assessments, and writings that were completed during the learning period.
  - e. Bring in the whole body of work that was completed during the learning period to the meeting. Be prepared for the Elite Educator to look over the work and to pick one sample from the body of work that will be put in the student/s portfolio.
11. Submit Reimbursement Pre-Approval and Reimbursement Ticket Submissions for Unapproved Elite vendors in a timely manner.

## Homeschool Elite Educator's Role

The Elite Educator is the parent's/legal guardian's primary contact for the student's educational needs. The Homeschool Elite Educator will:

1. Assist parent/legal guardian in creating a comprehensive academic plan and oversee progress towards that plan.
2. Offer guidance with respect to curricular choices and suggest various resources to help meet a student's needs or learning style.
3. Document student learning, and assess progress at each of the learning periods in the academic year in five (5) academic areas: English/Language Arts, Math, Science, History/Social Studies, and Physical Education.
4. Keep students engaged with weekly meetings/check-ins, and provide academic support/tutoring as needed to ensure success.
5. Proctor all state and local assessments.
6. Order and deliver curriculum or other instructional resources in a timely manner.
7. Works with parents to ensure students have proper tools to engage in curriculum daily (wifi, computer, supplemental materials).

8. Connects students with VAPA or Athletics Leads, identifies struggling students, and provides and oversees progress in tutoring or other necessary resources (Lexia, Fast Forward, ALEKS, i-Ready, etc).
9. Provide assistance or training as needed for families regarding educational online resources offered by the school.
10. Provide information to parent/legal guardians concerning Elite Academic Academy Community Partner options, testing, field trips, and other special events throughout the school year.
11. Provide information related to Elite Academic Academy policies and procedures.
12. Meet with the parent/legal guardian and student at least once every 35 school days for an academic consultation to verify attendance, collect portfolio samples and ensure that progress has been made based on the established educational plan.
13. Keep a running record of available educational funds and ensure funds are used for acceptable educational enrichment after core curriculum needs are fulfilled.
14. Elite Educator will approve and process reimbursements for approved materials as well as outside services. All reimbursements must be approved by the Elite Educator as well as the Virtual Director and will only be approved if academic progress is being made.
15. Elite Educator will provide synchronous Instruction for students. Based on each student's grade level, Elite Educators will offer opportunities for synchronous instruction and/or daily live interaction.
  - a. Grades TK-3: Daily Synchronous Instruction
  - b. Grades 4-8: Weekly Synchronous Instruction, Daily Live Interaction
  - c. Grades 9-12: Weekly Synchronous Instruction

## Learning Period Meetings

The purpose of the Learning Period Meeting is to meet with the student and parent/legal guardian to document the learning that has taken place during the prior attendance period and to determine whether or not progress has been made based on the educational plan that was established for the learning period. Meetings are approximately 45 minutes – 60 minutes per student. There will be seven academic consultations during the school year. At this meeting, the Elite Educator will:

1. Review with you and your student(s) the whole body of work, and learning that has occurred, discuss how the learning has occurred, and consider how the learning was assessed or evaluated.
2. The Elite Educator assesses the student's academic progress in each learning area through discussion and review of completed work.
3. Review the work produced by each student (chat with your child and listen to all they have learned) and use the work produced to verify attendance.
4. Determine if sufficient work has been completed for the learning period - if not, attendance will be docked, and tutoring might be required to catch up on missed work. This will be determined by your Elite Educator. If insufficient work is done, additional tutoring will be required (by Elite Educator once per week) and additional tutor-paid out of educational funds if needed. Educational funds for enrichment activities will not be provided if insufficient work is done. More than 10% of absences in a 4-week period may require a meeting with the Director to discuss if homeschooling is an appropriate placement and steps toward academic success.
5. Collect portfolio samples for each learning period-one to two samples per subject: language arts (includes reading comprehension, writing, vocabulary, grammar, and spelling), math, science, social studies (includes history and geography), and one physical education log with a written summary.
6. Assess progress by reviewing graded student work, assessments, and learning activities and confirm attendance by work samples.
7. Take notes to complete the student's assignment and work record, which officially documents the student's educational progress in each academic area.
8. The Elite Educator may also request the parent/legal guardian email an outline of what was done on a daily basis prior to the academic consultation meeting.
9. Document Community Partner services and discuss reimbursements for unapproved Community Partners if sufficient academic progress is being made and give written approval.
10. Assist the parent/legal guardian in establishing academic goals, the pace of learning, or methods of instruction for the upcoming learning period(s).
11. Administer various local assessments and assist in setting additional academic goals for student progress based on the assessment results. Academic consultations can be a time when local assessments are proctored.
12. Discuss and review grades for each learning period, report cards, and final assessment grades.

These meetings provide time for the parent/legal guardian to ask for and receive support in areas such as curriculum selection, teaching strategies, pacing, and educational methodology. The student will have time to discuss the various assignments and the Elite Educator will discuss/evaluate student learning/progress. This can occur through games, discussions, and



presentations made by the student. Have your student be prepared to share what they have learned. Bring pictures, books, and summaries of experiments done. During the academic consultation, the Elite Educator will continue to monitor progress made toward the academic plan. The Elite Educator may also initiate various types of informal assessments to help guide the instruction as well as mandate more frequent meeting requirements.

Elite Educators are available to answer any general questions about the school. If he/she is unable to answer a specific question, the Elite Educator will research the answer and respond.

## Attendance Portfolios

Elite Academic Academy must comply with independent study regulations, which require work samples to be submitted to the Elite Educator for each student. Portfolio samples will be collected by Elite Educators at each Academic Consultation. The portfolio samples can be returned at the end of the year if requested, otherwise, they will not be returned.

Items required in a student's portfolio: One to two samples from each core academic area at each meeting. Samples can be the following:

1. Original written work samples
2. Photographs of projects with a written description of the activity (Dictation is permitted for TK – 2nd-grade children if they do not know how to write or are just beginning to learn how to express their thoughts in writing; otherwise the student should be the one who is composing and submitting a writing sample to accompany the picture)
3. Proof of projects, performances, etc.
4. All samples must have something written or drawn by the student.

## Guidelines for Portfolio Submissions:

1. Student name must be on each sample.
2. All samples should be clean and presentable. Portfolio samples should represent a student's best work.
3. Samples need to be indicative of each student's level of academic ability.
4. For photograph samples, the portfolio sample photo must include a student written (or dictated by for K-2) description of what was learned.
5. Portfolio sample submissions must be reviewed by the parent/legal guardian.

Activity-based learning logs are acceptable for portfolio samples (i.e. PE logs, Music Logs) if they include a short, hand-written summary of what was learned or practiced in the student's writing.

## Transitional Kindergarten

Transitional Kindergarten (TK): Students must turn 5 between September 2-February 2. Kindergarten age-eligible students are allowed to choose TK if their 5th birthday is between June 1st-September 1st; however, they must sign the Kindergarten Continuance Form verifying that the parent/guardian agrees to have his/her child continue in kindergarten for one additional year. Students may not be promoted from TK to 1st grade.

Kindergarten: Students must turn 5 on or before September 1.

## Kindergarten-Eighth Grade

It is important when planning your child's learning to include activities or assignments that cover all five academic areas.

The five (5) academic areas are:

- English/Language Arts (Reading / Grammar / Writing / Vocabulary)
- Mathematics
- Science
- History / Social Studies / Geography
- Physical Education

## Home School High School

Homeschooling differs from independent study programs (ie. Flex Learning, Virtual Academy) due to the high level of parent/guardian involvement. To participate in this program effectively, students should have resources available within the home that provide them the tools to be successful in learning.

Students enrolled in Elite Academic Academy Home High School must meet with their Elite Educator weekly in addition to the academic consultation meetings. This is to ensure that adequate progress is being made and to help the student develop good learning habits. The Elite Educator will help set daily and weekly goals. The nature of Elite Academic Academy's Home High School program is to provide students with flexible learning opportunities within their communities. While the Elite Educator works with the parent/guardian to create an academic learning plan, it is the responsibility of the parent/guardian to ensure that the student is receiving adequate instruction and meeting his/her learning objectives.

The school counselor will work with the family and Elite Educator to develop a four-year plan following California State guidelines. Families will work with the counselor to create a 4-year plan based on the student's post-secondary goals and interests. The Elite Educator will work to ensure that each student can meet their goals after high school. Community College courses taken by the student will need to be signed and approved by our school counselor. Your Elite

Educator will work with the Elite Academic Academy School Counselor to ensure all requirements are met.

High school credit can be earned by taking courses at a community college, online, or using books. Parents will be provided with a syllabus and your Elite Educator will pace out the assignments at the weekly meetings. For high school credit to be applied, transcripts from the community college must be presented and submitted to our high school counselor.

### Online Courses

Online courses through specific Community Partners are available for students. Elite Virtual Academy, Strongmind, BYU, UC Scout, and Williamsburg are a few of the many options. These may include A-G approved courses, core courses, and electives. Students must understand the responsibilities of taking online courses, including regular communication with the Elite Educator as well as the online instructor to ensure completing coursework in a timely manner. Online courses must all be paid for from Educational Funds.

### Custom Courses

Custom courses are permissible as approved by the Elite Educator and Homeschool Director. Please use the Custom Course Form in order to apply for a newly created course. Custom courses must meet California state standard requirements.

## Flex Academy

Students in TK-8th grades enrolled in the Elite Flex Academy (EFA) enjoy a flexible and creative environment in which students and parents can customize their learning and prepare themselves for the future. Flex Academy provides structured flexibility with intensive support. Flex students enjoy weekly virtual instructional meetings with their Elite Educator and individualized pacing guides to support them with their daily activities. The EFA is a blend of both virtual and offline independent study programs for students who need more hands-on support from credentialed teachers to ensure success in school. Students may choose to participate in core and enrichment classes and meet with their California Credentialed Elite Educator at a mutually agreed upon public location or virtually. Our dedicated staff know and understand student needs and may interact with their students as much as three times a week in this independent-study model. EFA educators are available to encourage, support, and guide Elite students and parents on their flexible education journey.

## Parent's Role

Parent support is vital in ensuring student success. The role of a parent at Elite Flex Academy is the following:

1. Provide all required documentation for enrollment.
2. Attend SST, IEP, or 504 meetings if applicable.
3. Make sure students are working daily on their coursework.
4. Have students attend and complete all mandated school assessments.
5. Update Elite Educators on current phone numbers, emails, and addresses.
6. Communicate regularly with their Elite Educators and return emails and/or phone messages within a 24-hour time period.
7. Make sure students are touching base with their Elite Educators at least two times a week.
8. Upload/turn in student work weekly if applicable.

## Elite Educator's Role

The Elite Educator is the student's primary contact for educational needs. The Elite Educator will:

1. Assist students in creating a comprehensive academic plan and oversee progress towards that plan.
2. Choose an appropriate curriculum for each individual student.
3. Suggest various resources to help meet a student's needs or learning style.
4. Document student learning and assess student progress in all coursework and proctor all state and local assessments.
4. Order and deliver curriculum or other instructional resources in a timely manner.

5. Provide information to parent/legal guardian concerning Elite Flex Academy Community Partner options, testing, field trips, and other special events throughout the school year.
6. Provide information related to Elite Flex Academy policies and procedures.
7. Communicate with the student weekly, meet weekly if needed to ensure academic success, and provide weekly tutoring.
8. Meet with the parent/legal guardian at least once every 30 school days for an academic consultation to verify attendance and ensure that progress has been made based on the established educational plan.
9. Provide report cards at the end of every semester.

## TK-8th Grade

TK-8th students will be given a schedule that includes activities or assignments that cover all five academic areas.

The five (5) academic areas are:

- English/Language Arts (Reading / Grammar / Writing / Vocabulary)
- Mathematics
- Science
- History / Social Studies / Geography
- Physical Education

Students in TK-8th grade are able to choose between offline, online, or a combination of curricula. They are given a pacing guide to support them in organizing and creating their school work routines. They are required to complete work daily and submit work weekly to their Elite Educator. They are required to interact with their Elite educator twice a week and are encouraged to participate in group conversations, Elite virtual webinars, field trips, and workshops.

## TK-8 Flex Acceleration Tools/Supports

It is recommended that all TK-2nd grade students use Math and Reading supplemental supports. They can choose from Raz Kids, Fast ForWord, Freckle ELA/Math, and/or i-Ready online supplemental support programs. Offline resources are available upon request.

All 3-8 students are required to use Fast ForWord, i-Ready, and/or Freckle ELA/Math online supplemental supports if they are below grade level in Reading and/or Math. It is recommended that students use at least 1 of these programs for acceleration if they are at or above grade level in reading and/or Math.

Intervention: 3-8 students are required to receive intervention support for at least one hour a week if they are below grade level in reading and/or Math. They may choose their own tutor if

they have one already or an approved Elite Community Partner. Students will be asked to use educational funds for tutoring before they can use it on other enrichment if they are below grade level in reading and/or Math.

## Missed Meeting

It is the responsibility of the parent/legal guardian to ensure the student attends weekly meetings as scheduled with the Elite Educator and/or content teacher. The student will have an opportunity to attend a makeup meeting as designated by the Elite Educator and/or content teacher. Failure to attend scheduled or rescheduled meetings on a regular basis will jeopardize your child's enrollment and could ultimately result in being withdrawn from Elite Flex Academy. Parents are also responsible to bring their child(ren) to scheduled tutoring sessions as required by the Elite Educator and ensuring their student communicates weekly with their Elite Educator.

## Curriculum

EFA offers a variety of curricula. The Elite Educator and student work together to determine the most appropriate curriculum choice to ensure school success. Depending on the student's grade, curriculum options may be in textbook form, virtual, project-based, packets or a variety of all four. Many options are available to make the school experience fun and engaging. EFA educators can meet with students in public locations to help in all classes if proximity permits. Students can participate in novel studies and literature discussions. Students can also participate in hands-on elective classes like yoga, music classes, theatre classes, book clubs, art appreciation, current events, career exploration, and physical fitness like golf, cross training and Jiu Jitsu. These offerings may vary by Community Partner center location. Students and Elite Educators determine the variety of elective classes offered based on student interests. Students may participate in concurrent enrollment at a local community college upon director approval.

## Elite Virtual Academy

### Parent's Role

Parent support is vital in ensuring student success. To ensure student academic, emotional, and social growth, it is vital the parent takes interest in their student's education. As an Elite Parent, it is vital that parents/guardians:

1. Provide all required documentation for enrollment.
2. Attend IEP, SST, and 504 meetings, if applicable.
3. Ensure the student has technology and internet access.
4. Have student attend and complete all mandated school assessments.
5. Communicate regularly with their Elite Educators and return emails, and text messages, and/or phone messages within a 24-hour time period. (Access to a computer and email is vital)
6. Ensure students touch base with their Elite Educator once per week via phone, Zoom, email, or through the Learning Management System, attends Live Sessions with their Content Teacher, and Synchronous Sessions with Teacher or Record.
7. Sign all necessary documentation for Elite Virtual Learning in a timely manner (Master Agreements, Learning Logs, etc.)

### Elite Educator's Role

The Elite Educator is the parent's/legal guardian's primary contact for their student's educational needs. The Elite Educator will:

1. Oversee/monitor student progress in virtual courses.
2. Maintain announcements in the virtual Homeroom classroom.
3. Document student learning.
4. Proctor all state and local assessments.
5. Provide assistance or training as needed for families regarding educational online resources offered by the school.
6. Provide information to parent/legal guardian concerning Elite Virtual Academy Community Partner options, testing, field trips, and other special events throughout the school year.
7. Provide information related to Elite Virtual Academy policies and procedures.
8. Communicate with the parent/legal guardian and student when academic interventions need to take place.
9. Keep a running record of available educational funds and ensure funds are used for acceptable educational enrichment after core curriculum needs are fulfilled.

10. Elite Educator will approve and process reimbursements for approved materials as well as outside services. All reimbursements must be approved by the Elite Educator as well as the Virtual Director and will only be approved if academic progress is being made.
11. Work together with Elite Virtual Academy's school counselor to ensure academic, emotional, and social progress is being made by each student.
12. Work together with Elite Virtual Academy's school counselor to provide college and career opportunities for each student.

## Academic Progress

Adequate academic progress is required each learning period and is determined by the quality and amount of work done in the student's virtual courses. Adequate progress is determined by work toward learning period goals as developed by the parent and the Elite Educator.

If adequate academic progress is not being made, the Elite Educator will offer suggestions including but not limited to the following:

1. Weekly Virtual tutoring with their Elite Educator, Elite Content subject teacher, or Elite tutor.
2. Change of course or change of program placement (Elite Homeschool or Flex Academy).
3. Tutoring by an off-site tutor paid with students' educational funds.

If after the changes are implemented and there is still no adequate progress, the Elite Educator, Elite Counselor, and Elite Virtual Director will meet to discuss how to ensure progress is being made. This can include, but is not limited to, a Student Success Team (SST) where stakeholders come together to create a plan of interventions for student success.

## Online Courses

Elite Virtual Academy online courses are offered through the Canvas Learning Management (LMS) system. A-G approved core and elective courses, as well as non A-G courses, may come from Elite proprietary courses, StrongMind, Edmentum, UC Scout, or other approved course publishers. Students must understand the responsibilities of taking online courses, including regular communication with the Elite Educator, as well as the online content Elite teacher, to ensure completing coursework in a timely manner.

Students may retake assignments within the course up to two (2) times. Exams may be taken only one (1) time. The only exception to allowing students to retake an Exam is that the student must meet with the content teacher to review the standards and concepts. Once the teacher sees a mastery of the content/standard(s), the teacher will re-open the exam for the student to retake. The elite content teacher will provide feedback to students within a week of students turning a graded assignment in for a grade.



Each semester, middle school students will complete either five core courses or six including an elective. High school students will be enrolled in six courses each semester to complete graduation requirements. Students who are close to meeting graduation requirements will take a minimum of four courses if that is all that is left to complete their graduation requirements. If less than four courses are left to complete the requirements during the semester, students will take the last courses left for completion and can accelerate the courses toward completion.

### **Virtual Program - Use of Educational Funds**

Elite students will use their educational funds to first purchase their yearly curriculum. The rest of the educational funds are to be used for tutoring (if insufficient academic progress is made) or for enrichment activities (if sufficient academic progress is being made). Should a student need to borrow a computer and hotspot for a Wi-Fi connection, students may use their educational funds toward the use of a computer (\$325 for a device with LTE service with a \$100 annual for each continuing year). Should the student unenroll from Elite Academic Academy, the computer needs to be returned to the school.

### **Course Catalog**

For a complete and current course catalog, please visit the Elite Academic Academy website or contact your Elite Educator. Courses are continuously updated, so be sure to visit the website for the most current courses and updates. For the latest information on the high school A-G approved courses, please visit [Elite Academic Academy UC/CSU A-G Website](#).

### **Synchronous and Live Sessions**

Elite Virtual Academy provides students with weekly learning sessions. Students are provided the opportunity to receive live instruction from their Elite Educator on concepts and competencies to be learned that week. Students have the flexibility of attending the session synchronously (in real-time) or asynchronously (at a later time). Students are required to attend a lesson synchronously with their teacher of Record/Elite Educator weekly. Live Sessions with their Elite Content Teacher are offered daily as well as tutoring sessions with their Content Teachers.

### **Syllabus**

Each course in the Canvas learning management system contains a course syllabus. Please be sure to check the course syllabus for any important information such as Live Session times and dates and other expectations.

## Elite Course Announcements

Each Elite student can find the weekly course announcements in their specific course under Course Announcements. Students are expected to read weekly announcements as they guide students through the weekly synchronous lessons, asynchronous lessons, and the outline of the course's weekly assignments.

## High School Prerequisites

Some courses require students to successfully complete a prerequisite before enrolling in the course. Students need to master a certain body of knowledge and "successfully complete" the course before enrolling in the course that contains a prerequisite. An earned grade of "A", "B", "C", "D", or "P" is defined as a student successfully completing a prerequisite. Students will need to present proof of a passing grade on their transcript in order to enroll in courses that require a student to meet the prerequisite for the course.

# Policies, Procedures, and Regulations

## Residency Policy

Elite Academic Academy shall offer independent study to students who are legal residents of the state of California and reside within the Charter's enrollment boundaries. The policies found herein define the standards of residency which will be used by Elite Academy Academic (the Charter School).

The following written policies have been adopted by the Board for implementation at the Charter School:

1. Definition of Residency: A student has residency in the state and county of the residence of the parent/guardian with whom that student maintains their place of abode. Residence denotes any factual place of abode of some permanency that is more than a mere temporary stay. Owning a home in California or any particular county does not qualify a student to attend Elite Academic Academy unless this is the student's primary residence.

Only students who are residents within Elite Academic Academy's enrollment boundaries shall be permitted to enroll pursuant to the following California Education Code:

Notwithstanding paragraph (1) of subdivision (e) of Section 47605 or any other law, community school and independent study average daily attendance shall be claimed by school districts, county superintendents of schools, and charter schools only for pupils who are residents of the county in which the apportionment claim is reported, or who are residents of a county immediately adjacent to the county in which the apportionment claim is reported. [EC §§ 51747.3 (b)(1)]

Likewise, only students who are residents of the state of California shall be permitted to enroll pursuant to the following California Education Code:

Thus, the average daily attendance in a charter school may not, in any event, be generated by a pupil who is not a California resident. Therefore, a student who is not a resident of the state of California is not eligible to attend Elite Academic Academy. [EC §§ 47612(b)]

Additionally, reasonable evidence of residency for a pupil living with his or her parent or legal guardian shall be established by current documentation showing the name and address of the parent or legal guardian within the school's boundaries, including, but not limited to, any of the following documentation [EC §§ 48204.1]:

- Property tax payment receipts
- Rental property contract, lease, or payment receipts
- Utility service contract, statement, or payment receipts

- Pay stubs
  - Voter registration
  - Correspondence from a government agency
  - Declaration of residency executed by the parent or legal guardian of a pupil
2. Residency for a Student on an Extended Traveling\* Vacation: A student on an extended vacation lasting longer than four weeks will not be deemed to have lost California residency by the Charter. Prior approval will be needed by the CEO, or designee, for any travel longer than four weeks.

\*Families that are residing in a family-owned home, out of attendance areas, for more than four weeks in a school year are not considered to be traveling and will have lost eligibility to attend our school. The school does not allow for out-of-state education for extended periods of time (more than 4 weeks in a school year) even if the family continues to own a home in our attendance area, it will be deemed they are not residing, in our attendance area.

3. Location Material Will Be Mailed To: All materials will ONLY be mailed to the address identified in the student's records in their proof of residence documentation.
4. In Person Services; Elite Academic Academy is not obligated to provide any in person services or schedule in person meetings while students are traveling. Zoom meetings may continue , as applicable, and in alignment with all credentialing/licensing laws while a student temporarily travels.
5. Student's Residency is in Question: If there is reason to believe that a student's residency is in question, Elite Academic Academy may investigate to determine the home address's authenticity.

When it is determined that a student lives outside of its boundaries, Elite Academic Academy will provide written notice of the determination of nonresidency within five days of its intention to disenroll the student. If the parent/guardian has not provided the Proof of Residency or affidavit within five (5) school days, Elite Academic Academy will disenroll the student from the the school.

5. Children of Military Families: Elite Academic Academy will serve children of military families, as defined by Education Code section [48204.6 (b)], as follows:

(b) Notwithstanding Section 48200, the local educational agency serving a pupil who is a child of a military family shall do either of the following:

- (1) Allow the pupil to continue his or her education in the school of origin, regardless of any change of residence of the military family during that school year, for the duration of the pupil's status as a child of a military family.

(2) For a pupil whose status changes due to the end of military service of his or her parent during a school year, comply with either of the following, as applicable:

(A) If the pupil is enrolled in kindergarten or any of grades 1 to 8, inclusive, allow the pupil to continue his or her education in the school of origin through the duration of that academic school year.

(B) If the child is enrolled in high school, allow the pupil to continue his or her education in the school of origin through graduation.

6. Homeless Youth: Elite Academic Academy will be considered to be a pupil's school of origin for a homeless youth when the child attended Elite Academic Academy when permanently housed or was last enrolled in Elite Academic Academy before becoming homeless. Elite Academic Academy will serve homeless youth, as defined below, whose residency has changed as follows:

(48852.7) (a) At the point of any change or any subsequent change in residence once a child becomes a homeless child, the local educational agency serving the homeless child shall allow the homeless child to continue his or her education in the school of origin through the duration of homelessness.

(b) If the homeless child's status changes before the end of the academic year so that he or she is no longer homeless, either of the following apply:

(1) If the homeless child is in high school, the local educational agency shall allow the formerly homeless child to continue his or her education as the school of origin through graduation.

(2) If the homeless child is in kindergarten or any of grades 1 to 8, inclusive, the local educational agency shall allow the formerly homeless child to continue his or her education in the school of origin through the duration of the academic school year.

7. Foster Youth: Elite Academic Academy will be considered to be a pupil's school of origin for foster youth when the child attended the Elite Academic Academy at the initial detention or placement or any subsequent change in the placement of a foster child for the duration of the jurisdiction of the court. EAA will serve former foster youth, as defined below, whose residency has changed as follows:

(48853.5 (f)) (1) At the initial detention or placement, or any subsequent change in the placement of a foster child, the local educational agency serving the foster child shall allow the foster child to continue their the foster child's education in the school of origin for the duration of the jurisdiction of the court.

- (2) If the jurisdiction of the court is terminated before the end of an academic year, the local educational agency shall allow a former foster child who is in kindergarten or any of grades 1 to 8, inclusive, to continue the former foster child's education in the school of origin through the duration of the academic school year.
- (3) (A) If the jurisdiction of the court is terminated while a foster child is in high school, the local educational agency shall allow the former foster child to continue the foster child's education in the school of origin through graduation.
8. Migratory Youth: Elite Academic Academy will be considered to be a pupil's school of origin for a migratory youth when the child attended the Elite Academic Academy at the time the pupil's status changed to a pupil who is a migratory youth. Elite Academic Academy will serve migratory youth, as defined below, whose residency has changed as follows:

For purposes of this section, the following definitions apply:

(48204.7) (a) (b) Notwithstanding Section 48200, the local educational agency serving a pupil who is a migratory child shall do either of the following:

- (1) Allow the pupil to continue their education in the school of origin, regardless of any change of residence of the migratory child during that school year, for the duration of the pupil's status as a pupil who is a migratory child.
- (2) For a pupil whose status changes as a pupil who is a migratory child during a school year, comply with either of the following, as applicable:
- (A) If the pupil is enrolled in kindergarten or any of grades 1 to 8, inclusive, allow the pupil to continue their education in the school of origin through the duration of that academic school year. (B) If the child is enrolled in high school, allow the pupil to continue their education in the school of origin through graduation.

### **McKinney-Vento Information**

If an EAA student is in a situation that qualifies as homeless, based on the McKinney-Vento definition below, and the student is interested in receiving information about resources available in their area, please contact our McKinney-Vento Liaison/school social worker.

The McKinney-Vento Homeless Assistance Act defines homeless as:

- (A) individuals who lack a fixed, regular, and adequate nighttime residence; and
- (B) includes-

- (i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
- (ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
- (iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
- (iv) migratory children who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).

Elite Academic Academy will adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual, and each homeless youth, has equal access to the same free, appropriate public education as provided to other children and youths in accordance with applicable law.

### **Foster Youth Information**

If an EAA student is considered a Foster Youth, they have several legally protected educational rights. These rights include: the right to remain in their school of origin, the right to immediate enrollment, the right to partial high school credits for all classes with passing grades, the right to free applications for community college, the potential option to graduate high school with 5 years or reduced credits, and rights surrounding suspensions and expulsions. For an in-depth breakdown, please see the California Department of Education's list of [Foster Youth Rights](#). EAA will adhere to all applicable laws to ensure that each child involved with foster services has equal access to the same free, appropriate public education as provided to other children and youths.

### **Title I Information**

Title 1 provides federal funds to schools with high percentages of low-income students. These funds pay for extra educational services to help at-risk students achieve and succeed regardless of any disadvantages through no fault of their own. Funds are used to support effective, evidence-based educational strategies that close the achievement gap and enable the students to meet the state's rigorous academic standards.

## Student Freedom of Speech/ Expression

Students attending the School has the right to exercise free expression including, but not limited to the use of bulletin boards, distribution of printed materials or petitions, wearing buttons, badges, and other insignia, and the right of expression in official publications, whether or not the publications or other means of expression are supported financially by the school or by use of school facilities. The Board of Directors ("Board") respects students' rights to express ideas and opinions, take stands, and support causes, whether controversial or not, through their speech, their writing, their clothing, and the printed materials they choose to post or distribute.

Student liberties of expression shall be limited only as allowed by law in order to maintain an orderly school environment and to protect the rights, health, and safety of all members of the School community.

Students will not be disciplined solely on the basis of speech or other communication that would be constitutionally protected when engaged outside of school but may be disciplined for harassment, threats, or intimidation unless constitutionally protected. Education Code § 48950.

## Freedom of Expression Procedures

### Circulation of Petitions and Other Printed Matter

Students shall be allowed to distribute petitions and other printed matter subject to these procedures.

The time of distribution shall be limited to the half hour before school begins, during the lunch period, and the half-hour after school is dismissed.

The manner of distribution shall be such that coercion is not used to induce students to accept the printed matter or to sign petitions. Materials are not to be left undistributed or stacked for pick-up while unattended at any place in the School or on School grounds.

### Buttons, Badges, and Other Insignia of Symbolic Expression

Students will be permitted to wear buttons, badges, armbands, and other insignia as a form of expression.

Students will be subject to disciplinary action when expressive activities such as the distribution of materials, wearing of buttons or displays, or posting of notices or other materials:

1. Are obscene, libelous, or slanderous;
2. Incite students so as to create a clear and present danger of the imminent commission of unlawful acts on school premises or of the violation of lawful School regulations or of the substantial disruption of the orderly operation of the School;
3. Express or advocate racial, ethnic, or religious prejudice so as to create a clear and present danger of the imminent commission of unlawful acts on School premises or of the violation



of lawful School regulations, or of the substantial disruption of the orderly operation of the School;

4. Are distributed in violation of the time, place, and manner requirements;
5. Are in violation of current federal, state, and local laws.

## Unofficial School Publications

School officials may not ban the distribution of non-School-sponsored publications on School grounds. Writers and editors of unofficial student publications who violate any state or federal law may be disciplined after distribution. Students distributing or posting any materials that are obscene, libelous, or slanderous, or which demonstrably incite students to commit unlawful acts on School premises, violate School rules or substantially disrupt the School's orderly operation will be subject to disciplinary action.

The following points apply to unofficial student publications:

1. The School and its employees may disassociate themselves from the material printed inasmuch as it is not an official publication of the School.
2. School officials may reasonably regulate the time, place, and manner of distribution. This distribution will be limited to
  - a. One-half hour before school begins, during the lunch period, or the half-hour after dismissal.
  - b. In locations that do not obstruct the normal flow of traffic within the School or at entrances.
    - i. Without undue noise.
3. No student shall use coercion to induce students or any other persons to accept printed matter or to sign petitions.
4. "Distribution" means dissemination of a publication to students at a time and place of normal School activity, or immediately prior to or subsequent thereto, by means of handing out free copies, selling or offering copies for sale, accepting donations for copies of the publication, or displaying the student publication in areas of the School which is generally frequented by students.

School officials cannot:

1. Prohibit the distribution of anonymous literature or require that literature bear the name of the sponsoring organization or author.
2. Ban the distribution of literature because it contains advertising.
3. Create regulations that discriminate against non-School-sponsored publications or interfere with the effective distribution of non-sponsored publications provided such publications abide by time, place, and manner regulations.

## Official School Publications

Pupil editors of official school publications shall be responsible for assigning and editing the news, editorial, and feature content of their publications subject to the limitations identified above. It shall be the responsibility of a journalism advisor(s) of pupil publications within the School to supervise the production of the pupil staff, to maintain professional standards of English and journalism and to maintain the provisions provided in the Education Code relating to student expression.

## Other Forms of Student Expression

Forms of student expression may include but are not limited to speech, debate, assemblies, posters, bulletin board announcements, and the wearing of buttons, badges, and armbands. In general, the laws pertaining to all forms of student expression are the same. The rights of students to express their opinions are recognized by law and are not limited to verbal expression. The basic guidelines listed above for publications apply to all forms of student expression. No teacher or administrator shall interfere with such expression on the grounds that the message may be unpopular with students or faculty.

In conforming to state and federal laws, student expression must obey copyright laws; for example, student posters cannot use nationally registered and copyrighted characters such as those from Walt Disney or "Peanuts" publications.

A student shall be subject to discipline for off-campus expression, including the expression on off-campus Internet websites, when such expression poses a threat to the safety of other students, staff, or school property, or substantially disrupts the educational program. The School director will document the impact the expression had or could be expected to have on the school program.

## Distribution of Procedures Governing Student Rights

Site administrators will distribute copies of this Administrative Procedure to all teachers who are advisors of students who produce publications or present public performances. It is the responsibility of the School and site administrators to see that these guidelines are kept up-to-date and accurate.

## Appeals

The pupil and a School staff member shall attempt to resolve the problem before consulting the administrative staff. If the issue cannot be resolved between the staff member and the pupil, the pupil may appeal the decision to the site administrator, and then to the Charter School Director or his/her designee. As a final step, the pupil may follow the School's complaint procedures as outlined in the Student/Parent Handbook.

## Uniform Complaint Procedure

It is the policy of Elite Academic Academy (the "School") to maintain a positive and productive working and educational environment. The School does not discriminate on the basis of disability, gender, gender identity, gender expression, nationality, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, race, color, ancestry, or ethnicity, religion, sex, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in California Penal Code section 422.55, in its programs and/or activities and provides equal access to the Boy Scouts and other designated youth groups. OCR Notice of Non-Discrimination for Title VI, IX, Section 504, Age Disc. Act and Boy Scouts Act. The School is primarily responsible to ensure that it is compliant with all applicable federal and state laws and regulations. There are some circumstances, however, when employees or students may take issue with other employees or students, or someone may believe that a violation of federal or state law is occurring in certain educational programs. The School encourages complainants to first address the issue with the other person directly using conflict resolution skills when possible.

### Types of Complaints to be Filed Using the UCP

If, however, the complainant does not feel comfortable with this approach or the complaint involves harassment, discrimination, intimidation, or bullying based upon the above-identified characteristics, or any other legally protected category, in its programs or activities, federal or state laws, or regulations governing educational programs, or improper student fees, failure to accommodate lactating students, and Lesbian, Gay, Bisexual, Transgender and Questioning (LGBTQ) resources, failure to comply with statutes relating to foster care pupil records transfers or foster care pupil education or a complaint that the School has not complied with the requirements of Education Code sections 47606.5 (annual update to goals and annual actions) or 47607.3 (outcomes for pupil subgroups), as applicable, or other violation of state or federal law under the following programs: Adult Education, Federal Title I-VII programs, including improving academic achievement, compensatory education, English learner programs, After School Education and Safety, Agricultural Vocation Education, American Indian Education Centers and Early Childhood Education Program Assessments, Migrant Education, Career Technical and Technical Education and Training Programs, Child Care and Development Programs, Child Nutrition Programs, Special Education Programs, or Safety Planning Requirements, Physical Education: Instructional Minutes; Pupil Instruction: Course Periods without Educational Content or Previously Completed Courses; Regional Occupational Centers and Programs; and Tobacco Use Prevention Education], the complainant must use the below identified complaint procedure. The School will investigate complaints and seek to resolve them in compliance with this policy.

## Dissemination

The School will send to students, employees, parents or guardians of its students, school advisory committees, and other interested parties a notice of rights under this policy on an annual basis. Upon request, a copy of this policy will be made available free of charge and is also available on the School's website.

## Family Educational Rights and Privacy Act

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day the school receives a request for access. Parents or eligible students should submit to the Program Director a written request that identifies the records they wish to inspect. The Program Director will make a decision regarding access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. Parents or eligible students who wish to ask the school to amend a record should write to the Program Director, clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.
3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. For this purpose, a school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel), or a person serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service or function for which the school would otherwise use its own employees, and who is under the direct control of the school with respect to the use and maintenance of PII from education

records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with the requirements of FERPA. The name and address of the Office that processes FERPA complaints are:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining the prior written consent of the parents or the eligible student:

1. To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met.
2. To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34.
3. To authorized representatives of the U.S. Comptroller General, the U.S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the CDE. Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, enforcement or compliance activity on their behalf.

4. In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid
5. To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38.
6. To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction.
7. To accrediting organizations to carry out their accrediting functions.
8. To parents of an eligible student if the student is a dependent for IRS tax purposes.
9. To comply with a judicial order or lawfully issued subpoena.
10. To appropriate officials in connection with a health or safety emergency, subject to §99.36.
11. Information the school has designated as "directory information" under §99.37.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. The primary purpose of directory information is to allow the school to include information from your child's education records in certain school publications. Examples include:

1. A playbill, showing your student's role in a drama production.
2. An annual yearbook.
3. Honor roll or other recognition lists; and graduation programs.

Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. If you do not want the school to disclose any or all of the types of information designated below to outside organizations as directory information from your child's education records without your prior written consent, you must notify the school and "opt-out" of the directory.

All of the following items of directory information relating to a student may be released to a designated recipient unless a written request is on file to withhold its release:

- Name
- Address
- Date of birth
- Dates of attendance (e.g., by academic year or semester)
- Current and most previous school(s) attended

- Degrees and awards received

In addition, two federal laws require a school receiving assistance under the Elementary and Secondary Education Act of 1965, as amended, to provide military recruiters, upon request, with the following information: names, addresses and telephone listings, unless parents have advised the school that they do not want their student's information disclosed without their prior written consent.

## **Title IX Notice of Discrimination**

Elite Academic Academy does not discriminate on the basis of race, color, national origin, gender, sexual orientation, disability, or age in its programs and activities, and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the school's non-discrimination policies:

Ms. Tracy Hasper  
43414 Business Park Drive, Temecula, California 92590  
1-866-354-8302 extension 703

## **Parent Liability for Student Conduct**

The law states that a parent or guardian of any minor whose willful misconduct results in injury or death to any student or any person employed by, or performing volunteer services for, a school, or who willfully cuts, defaces, or otherwise injures in any way any property, real or personal, belonging to a school, or personal property of any school employee, shall be liable for all damages so caused by the minor.

Further, the parent or guardian of a minor shall be liable to a school for all property belonging to the school loaned to the minor and not returned upon demand of an employee of the school authorized to make the demand.

Any school whose real or personal property has been willfully cut, defaced, or otherwise injured, or whose property is loaned to a student and willfully not returned upon demand of an employee of the school authorized to make the demand, may, after affording the student his or her due process rights, withhold the grades, diploma, and transcripts of the student responsible for the damage until the student or the student's parent or guardian has paid for the damages thereto. The school will notify the parent or guardian of the student's alleged misconduct before withholding the student's grades, diploma, or transcripts.

If the minor and parent are unable to pay for the damages or to return the property, the school may consider providing a program of voluntary work for the minor in lieu of the payment of monetary damages.

## Child Abuse Reporting

Teachers, instructional aides, classified staff, and other school employees are required by law to report all known or suspected cases of child abuse or neglect to the appropriate law enforcement or child welfare agency (Pen.Code, § 11166.)

## Civility Policy

School personnel, parents, and students are required to be civil in all of their interpersonal school-related interactions. Civility does not require unqualified agreement or conformity of opinion. An expression of disagreement or a discussion of a controversial viewpoint is not uncivil if such expression or discussion is appropriately and respectfully presented and does not disrupt a school-related activity.

For purposes of this policy, "to be civil" means to act with self-discipline in a courteous, respectful, and orderly way in every interpersonal communication and behavior with the goal of providing a safe and harassment-free environment for our students and staff while maintaining individual rights to freedom of expression. Examples of uncivil conduct include, but are not limited to

1. using an inappropriately loud voice;
2. using profane, vulgar, or obscene words or gestures;
3. belittling, jeering, or taunting;
4. using personal epithets;
5. using violent or aggressive gestures or body-language;
6. repeatedly and inappropriately interrupting another speaker;
7. repeatedly demanding personal attention at inappropriate times;
8. purposefully and inappropriately invading personal space;
9. purposefully ignoring appropriate communications;
10. wrongfully interfering with another person's freedom of movement;
11. wrongfully invading another person's private possessions; or;
12. any other behavior that inappropriately disrupts school-related activities.

In the event that any party is uncivil during a school-related activity, the following steps will occur:

1. Communicate - The party experiencing the uncivil behavior will communicate that the behavior is not civil and that the uncivil behavior must cease immediately.
2. End Activity/Meeting - If the uncivil party fails to correct the uncivil behavior as directed, the affected party shall end the activity/meeting.
3. Referral - The reporting party shall refer the situation to the school administration with a written summary of the uncivil behavior and how he/she responded.



4. Determination - If it is determined that uncivil behavior occurred, proper disciplinary action will be taken, which may include suspension or expulsion.

## Suicide Prevention

Protecting the health and well-being of all students is of utmost importance to EAA. The EAA governing board has adopted a suicide prevention policy that is intended to protect all students through the following steps:

1. Information about recognizing and responding to warning signs of suicide in friends, using coping skills, using support systems, and seeking help for themselves and friends will be provided. At the beginning of each school year, an informational pamphlet will be provided to each student's parent or guardian. It is the responsibility of each student's parent or guardian to review this information with him or her. If parents or guardians have any questions about the material, they can contact the school's appointed suicide prevention liaison:

School Social Worker  
(866) 354-8302

2. The school has designated a suicide prevention coordinator (school social worker) to serve as a point of contact for school staff to communicate with when students are in crisis and are in need of referrals to the appropriate resources for support.
3. When a student is identified as being at risk, they will be assessed by a school employed mental health professional who will work with the student and help connect them to appropriate local resources.
4. Students will have access to national resources which they can contact for additional support, such as:
  - a. The National Suicide Prevention Lifeline –1.800.273.8255 (TALK),
  - b. The Trevor Lifeline – 1.866.488.7386, The Trevor Project
  - c. Crisis Text Line, text START to 741-741
5. All students will be expected to help create a school culture of respect and support in which students feel comfortable seeking help for themselves or friends. Students are encouraged to tell any staff member if they, or a friend, are feeling suicidal or in need of help.
6. Students should also know that because of the life or death nature of these matters, confidentiality or privacy concerns are secondary to seeking help for students in crisis.
7. For a more detailed review of the school policy, please see our full comprehensive suicide prevention policy. This policy has been developed and adapted from the "Model School District Policy on Suicide Prevention," which is a resource that outlines comprehensive model policies and best practices for schools to follow to protect the health and safety of all students. This resource was developed by examining strong local policies, ensuring that they are in line with the latest research in the field of suicide prevention, and identifying best practices for a national framework.

## Suspension and Expulsion Policy

This Pupil Suspension and Expulsion Policy (the "Policy") for **Elite Academic Academy** ("School") has been established in order to promote learning and protect the safety and well-being of all students. When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. At the same time, the School intends to provide effective interventions for pupils who engage in acts of problematic behavior to help them change their behavior and avoid exclusion from the School.

Staff shall enforce disciplinary rules and procedures fairly and consistently amongst all students. The Policy will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations. The **Chief Operations Officer** shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy is available on request at the **Admissions** office.

Discipline includes, but is not limited to, advising and counseling students, conferring with parents/guardians, detention during and after school hours, community service on or off campus, the use of alternative educational environments, suspension, and expulsion. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of reasonable force necessary to protect the employee, students, staff, or other persons or to prevent damage to school property.

A student has the right to be free from the use of seclusion and behavioral restraints of any form imposed as a means of coercion, discipline, convenience, or retaliation by staff. This right includes, but is not limited to, the right to be free from the use of a drug administered to the student in order to control the student's behavior or to restrict the student's freedom of movement if that drug is not a standard treatment for the student's medical or psychiatric condition. School staff may use seclusion or a behavior restraint only to control behavior that poses a clear and present danger of serious physical harm to the pupil or others that cannot be immediately prevented by a response that is less restrictive. School staff shall avoid, whenever possible, the use of seclusion or behavioral restraint techniques.

School staff shall not do any of the following:

- Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
- Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
- Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.

- Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or another item to cover a pupil's face.
- Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
- Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

A student identified as an individual with disabilities or for whom the School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities in Education Act ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. The School will follow Section 504, the IDEA, the Americans with Disabilities Act of 1990 ("ADA"), and all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom the School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

## Suspension

### Definition

Suspension is the temporary removal of a pupil from class instruction for adjustment or disciplinary reasons. Suspension does not mean any of the following:

- Reassignment to another education program or class at the School where the pupil will receive continuing instruction for the length of day prescribed by the Board **or Chief Student Development Officer or designee** for pupils of the same grade level;
- Referral to a certificated employee designated by the **Chief Student Development Officer or designee** to advise pupils;
- Removal from the class, but without reassignment to another class for the remainder of the class period without sending the pupil to the **Chief Student Development Officer or designee**.

While suspended, the pupil may not loiter on or about any School grounds at any time, nor attend or participate in any School activity at any time, no matter where such activity is taking place. Violation may result in further disciplinary action. Suspended students shall be excluded from all School and School-related activities unless otherwise agreed during the period of suspension. The School shall consider suspension from School only when other means of correction fail to bring about proper conduct or where the student's presence would constitute a danger to persons or property or seriously disrupt the educational process.

### Authority

A teacher may suspend a student only from his/her classroom for the day of the suspension plus the following school day. The Director or his/her designee may suspend a student from class,

classes, or the school for a period not to exceed five days. The Director or his/her designee may extend a student's suspension pending a final decision by the Board of Directors of the School on a recommendation for expulsion. Such extended suspension should not exceed 10 days unless specific procedural safeguards are met. Those are identified below.

On a recommendation for expulsion, the Board of Directors may suspend a special education student being considered for expulsion in accordance with the laws relating to expulsion of special education students.

A pupil may not be suspended or expelled for any of the acts enumerated in this Policy unless the act is related to school activity or school attendance of **Elite Academic Academy**. A pupil may be suspended or expelled for acts that are enumerated in this Policy and related to school activity or attendance that occur at any time, including, but not limited to any of the following:

- While on school grounds
- While going to or coming from school
- During the lunch period, whether on or off the school campus
- During, or while going to or coming from a school-sponsored activity
- All acts related to school activity or school attendance occurring within the School Grounds

The Chief Student Development Officer may use his/her discretion to provide alternatives to suspension or expulsion recommendations that are age appropriate and designed to address and correct the student's specific misbehavior. Alternatively, students may be suspended or recommended for expulsion for any of the following acts (whether completed, attempted or threatened) when it is determined the pupil:

- Caused physical injury to another person or willfully used force or violence upon the person of another, except in self-defense
- Possessed, sold or otherwise furnished any firearm, knife, explosive or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from an authorized certificated school employee, with the **CEO** or designee's written concurrence
- Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of, any controlled substance as defined in Health and Safety Code sections 11053-11058 (including, but not limited to, opiates, hallucinogenic substances, stimulants, depressants, and narcotic drugs), alcoholic beverage or intoxicant of any kind.
- Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid substance or material and represented the same as a controlled substance, alcoholic beverage or intoxicant
- Committed or attempted to commit robbery or extortion
- Caused or attempted to cause damage to school property or private property

- Stole or attempted to steal school property or private property (as used in this policy, "school property" includes but is not limited to electronic files and databases)
- Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, betel, and e-cigarettes, whether or not they contain tobacco. However, this section does not prohibit the use or possession by a pupil of his or her own prescription products.
- Committed an obscene act or engaged in habitual profanity or vulgarity
- Unlawfully possessed or offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code section 11014.5
- Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials or other school personnel engaged in the performance of their duties
  - A pupil enrolled in kindergarten or in grades 1 through 3 shall not be suspended for any of the acts enumerated in the previous bullet, and those acts shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12 to be recommended for expulsion.
  - Commencing July 1, 2020, a pupil enrolled in kindergarten or any of grades 1 to 5, inclusive, shall not be suspended for any of the acts specified above relating to disrupting school activities and willful defiance, and those acts shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion.
  - Commencing July 1, 2020, a pupil enrolled in any of grades 6 to 8, inclusive, shall not be suspended for any of the acts specified above relating to disrupting school activities and willful defiance. [EC 48901.1]
- Knowingly received stolen school property or private property
- Possessed an imitation firearm, i.e., a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm
- Committed a sexual assault as defined in Penal Code sections 261, 266c, 286, 288, 288a, 289, or former section 288a, or committed a sexual battery as defined in Penal Code section 243.4
- Harassed, threatened or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness
- Unlawfully offered, arranged to sell, negotiated to sell or sold the prescription drug Soma
- Engaged in, or attempted to engage in, hazing. "Hazing" means a method of initiation or pre-initiation into a pupil's organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current or prospective pupil. "Hazing" does not include athletic events or school-sanctioned events.

- Engaged in an act of bullying. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils directed toward one or more pupils that have or can be reasonably predicted to have the effect of one or more the of the following:
  - Placing a reasonable pupil(s) in fear of harm to that pupil(s)' person or property;
  - Causing a reasonable pupil to experience a substantially detrimental effect on the pupil's physical or mental health;
  - Causing a reasonable pupil to experience substantial interference with the pupil's academic performance;
  - Causing a reasonable pupil to experience substantial interference with the pupil's ability to participate in or benefit from the services, activities, or privileges provided by a school.
- An electronic act, for purposes of the immediately preceding paragraph, means the transmission, by means of an electronic device, including but not limited to, a telephone, wireless telephone, or another wireless communication device, computer, or pager, of communication, including but not limited to, any of the following:
  - A message, text, sound or image.
  - A post on a social network Internet Web site including, but not limited to
    - Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed above.
    - Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    - Creating a false profile for the purpose of having one or more of the effects listed above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  - An act of cybersexual bullying.
    - For purposes of this section, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described above. A photograph or other visual recording shall include the depiction of a nude, semi-nude or sexually explicit photograph or another visual recording of a minor where

the minor is identifiable from the photograph, visual recording or other electronic act.

- Cybersexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political or scientific value or that involves athletic events or school-sanctioned activities.
- An electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- A "reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of that age, or for a person of that age with the pupil's exceptional needs.
- Made terrorist threats against school officials and/or school property. For the purpose of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of \$1,000.00, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of charter school property, or the personal property of the person threatened or his/her immediate family.
- For students in grades 4 to 12, committed sexual harassment
- Caused or participated in an act of hate violence
- Carried, possessed, sold or otherwise furnished an electronic signaling device
- Committed vandalism/malicious mischief
- Violated academic ethics
- Falsified or misinterpreted notes or phone calls of parents or guardians
- Falsely activated fire alarm
- Habitually violated the dress code
- Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment
- Discriminated against, harassed, intimidated, and/or bullied any person or groups of persons based on the following actual or perceived characteristics: disability, gender, nationality, race or ethnicity, religion, sexual orientation, gender identity, gender expression, or association with one or more of these actual or perceived characteristics. This policy applies to all acts related to school activity or school attendance occurring within the school.

- A pupil who aids or abets, as defined in section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this policy, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury may be recommended for expulsion.

The above list is not exhaustive and depending upon the offense, a pupil may be suspended or recommended for expulsion for misconduct not specified above.

## Procedures Required to Suspend

### **Step One**

The **Chief Student Development Officer or designee** shall investigate the incident and determine whether or not it merits a suspension.

*Searches:* In order to investigate an incident, a student's attire,<sup>1</sup> personal property, vehicle, or school property, including books, desks, school lockers, computers, and other electronic devices, may be searched by a Principal or designee who has reasonable suspicion that a student has violated or is violating the law or the rules of the school. *Illegally possessed items shall be confiscated and turned over to the police.*

### **Step Two**

Unless a student poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process, a suspension will be preceded by an informal conference between the **Chief Student Development Officer or designee** and the student in which the student shall be orally informed of the reason for the suspension, the evidence against him/her, the other means of correction that were attempted before the suspension and be given the opportunity to present informal proof of his/her side of the story. If the student poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process, the informal conference will be held within two school days, unless the pupil waives this right or is physically unable to attend for any reason, including, but not limited to, hospitalization or detention in a correctional facility.

At the time of the suspension, a School employee shall make a reasonable effort to contact the parent/guardian by telephone or in person to inform him/her of the suspension and the reasons therefor and it may state the date and time when the student may return to school.

If a student is suspended without the informal conference, both the student and the parent/guardian will be notified of a student's right to return to school for the purpose of a conference.

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<sup>1</sup> This does not include removing clothing to permit visual inspection of the under clothing, breasts, buttocks or genitalia of the pupil.



### **Step Three**

The **Chief Student Development Officer or designee** determines the appropriate length of the suspension (up to 5 days). When suspensions do not include a recommendation for expulsion, they shall not exceed 5 consecutive school days per suspension.

### **Step Four**

The **Chief Student Development Officer or designee** fills out a Notice of Suspension Form, a copy of which will be sent to the student's parent/guardian and to the student. A copy of this form is also placed in the student's cumulative file at the School. The Notice of Suspension Form shall state the fact of suspension, its duration and the specific offense committed by the student. In addition, the notice may state the date and time when the student may return to school. The notice shall also state that if desired by the parent/guardian, a prompt meeting or hearing will be held at which the suspension may be discussed and at which the student may be present and afforded an opportunity to present informal proof of his/her side of the case. Additionally, if the School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request the parent/guardian to respond to such requests without delay.

### **Step Five**

The **Chief Student Development Officer or designee** determines whether the offense warrants a police report. **Chief Student Development Officer or designee** will report certain offenses to law enforcement authorities in accordance with Education Code section 48902.

When **Chief Student Development Officer or designee** releases a minor pupil to a peace officer for the purpose of removing the minor from the school premises, the **Chief Student Development Officer or designee** shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, unless the minor has been taken into custody as a victim of suspected child abuse. Education Code § 48906.

### **Step Six**

The **Chief Student Development Officer or designee** may require the student and his/her parent/guardian to sign a contract that states the conditions that the student is expected to meet while at the School. Copies of the signed contract are kept by the school and given to the parent/guardian.

### **Step Seven**

Upon the request of a parent/guardian/educational rights holder/student, a teacher shall provide to a student in any of grades 1 to 12 who has been suspended from the School for two or more schooldays, the homework that the pupil would otherwise have been assigned. If a homework assignment that is requested and turned in to the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the

teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation for the student's overall grade in the class.

### **Special Education and Section 504 Student Suspensions**

When suspensions involve special education students or students with a 504 plan, a manifestation determination meeting shall be held no later than the 10<sup>th</sup> suspension day (whether consecutive or cumulative for the school year). The **Cheif Student Development Officer or designee** shall notify the student's special education teacher or regular education teacher when the student's cumulative days of suspension for that school year reach eight. That teacher shall promptly notify the Special Educational Coordinator and Director of the need for the manifestation determination meeting. The manifestation determination meeting shall include the LEA, the parent, and relevant members of the student's IEP Team or 504 Plan Team (as determined by the parent and the LEA).

The student shall be treated as a general education student for disciplinary purposes, except to the extent that educational services must continue, if at the manifestation determination meeting the following are both determined in the negative, after reviewing all relevant information in the student's file, including the student's IEP or 504 Plan, any teacher observations and any relevant information provided by the parents: 1) the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability under the IDEA or section 504; or 2) the conduct in question was the direct result of the LEA's failure to implement the IEP or 504 Plan. If it is determined at the manifestation determination meeting that 1) or 2) is answered in the affirmative, the conduct is deemed a manifestation of the disability.

If the conduct is deemed a manifestation of the disability, the IEP Team or 504 Plan Team must conduct a functional behavioral assessment (or other appropriate assessment for the 504 students), create a plan, and implement it, or if the plan is preexisting, review it and modify it as necessary to address the behavior.

In the case of a manifestation of a disability, the student will be returned to the placement from which he/she was removed, unless the LEA and parent agree to a change of placement as part of the modification of the behavioral intervention plan or updated 504 Plan. For special education and 504 students, a new manifestation determination meeting is required for all proposed suspensions exceeding ten cumulative days in one school year.

The special education student may be removed from school to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability if the student: 1) carries a weapon to or possesses a weapon at school, on school premises or to or at a school function under the jurisdiction of the School; 2) knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of the School; or 3) has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of the School.

## Appeal Process

A student or the student's parent/guardian may appeal those disciplinary actions, other than expulsion, imposed upon a student for his/her School related offenses. Appeals must be made first in writing at the School level, and should be directed to the **Chief Student Development Officer or designee** within **5** of days of the School sending the Notice of Suspension Form to the parent/guardian and the student. The **Chief Student Development Officer or designee** will attempt to resolve the appeal with a written response within ten school days of receiving the written appeal. After appeal at the School level, if further appeal is desired, the student or his/her parent/guardian should appeal in writing to the School Board within **5** days of the date of the School level written response and should direct it to the **School Board President** for final resolution within 15 school days. If any appeal is denied, the student, and his/her parent/guardian may place a written rebuttal to the action in the student's file.

## Expulsion

### Definition

Expulsion means involuntary disenrollment from the charter school.

### Authority

A student may be expelled either by the Board following a hearing before it or by the Board upon a recommendation of an Administrative Panel to be assigned by the Board as needed. The Panel may recommend expulsion of any student found to have committed an expellable offense.

The Board, upon voting to expel a pupil, may suspend the enforcement of the expulsion order for a period of not more than one calendar year and may, as a condition of the suspension of enforcement, assign the pupil to a school, class, or program that is deemed appropriate for the rehabilitation of the pupil [or other conditions such as good behavior, attendance, etc.]. The rehabilitation program to which the pupil is assigned may provide for the involvement of the pupil's parent or guardian in his or her child's education in ways that are specified in the rehabilitation program. A parent or guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the pupil has satisfactorily completed the rehabilitation program.

- A. Grounds for Expulsion
- B. Category I Expulsions – Mandatory Recommendation for Expulsion

The **Chief Student Development Officer or designee** shall immediately suspend a student, and recommend for expulsion, a student who has committed one or more of the following acts:

- Possessing, selling or otherwise furnishing a firearm when a school employee verifies firearm possession, unless the student obtained prior written permission to possess the

firearm from a certificated school employee, which is concurred in by the principal or his/her designee

- Brandishing a knife at another person
- Unlawfully selling a controlled substance
- Committing or attempting to commit a sexual assault or committing a sexual battery
- Possession of an explosive

### **Category II Expulsions – Recommendation for Expulsion Required, Unless Inappropriate Under the Circumstances**

A student who has committed one of the following acts of misconduct must be recommended for expulsion unless the **Chief Student Development Officer or designee** determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct.

- Causing physical injury to another person, except in self-defense
- Possession of any knife, explosive, or another dangerous object of no reasonable use to the student
- Unlawful possession of any controlled substance, except for the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis or for possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician
- Robbery or extortion
- Assault or battery on a school employee

### **Category III Expulsions – Discretionary Expulsion Recommendation**

In the discretion of the **Chief Student Development Officer or designee**, any act that warrants suspension may warrant expulsion. Additionally, a student may be expelled for misconduct that is not listed above if the acts disrupt and/or present ongoing health and/or safety concerns, or the student has repeatedly engaged in the misconduct.

In no event, however, will a student be expelled for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials or other school personnel engaged in the performance of their duties.

## Procedures to Expel a Student

### Step One

**Chief Student Development Officer or designee** investigates the incident and determines whether the offense results in a suspension. If so, the **Chief Student Development Officer or designee** follows the procedures to suspend the student as outlined above.

## Step Two

In the discretion of the **Chief Student Development Officer or designee**, a student's suspension may be extended pending expulsion. If such extended suspension exceeds 10 days, and for any suspension exceeding 10 days, the following procedures must be followed: 1) The Executive Director shall provide timely, written notice of the charges against the student and an explanation of the student's basic rights; 2) The School will provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel. At this hearing, it will be determined whether the presence of the student at the School would cause a danger to persons or property or a threat of disrupting the instructional process pending the results of an expulsion hearing.

If the proposed extended suspension is under 10 days, a meeting is held within 5 school days of the student's suspension to extend the suspension. The student and his/her parent/guardian are invited to attend this meeting with **[insert title]** or his/her designee. The **Chief Student Development Officer or designee** may also be present.

At this meeting, the offense and the repercussions are discussed. An extension of the suspension may be granted only if the **Chief Student Development Officer or designee** has determined, after the meeting, that the presence of the student at the School would cause a danger to persons or property or a threat of disrupting the instructional process. If the student has committed an offense that requires a mandatory expulsion recommendation, this is discussed so that it is understood by all parties. The purpose of the meeting is to decide upon the extension of the suspension order and may be held in conjunction with the initial meeting with the parents after the suspension.

## Step Three

The School shall send a letter to the student and parent/guardian regarding the expulsion hearing. The expulsion hearing shall be held no later than 30 school days from the date that expulsion is recommended unless a brief extension is requested by the student or his/her parent/guardian.

The letter shall be sent via certified mail to the student and his/her parent/guardian to the address reflected in the pupil's student file at least 10 calendar days before the date of the hearing. The letter shall notify the student and parent/guardian when and where the expulsion hearing will take place and the rights of the student with respect to the hearing, including:

- The date and place of the expulsion hearing;
- A statement of the facts, charges and offenses upon which the proposed expulsion is based;
- A copy of the School's disciplinary rules relating to the alleged violation;
- Notification of the student's or parent/guardian's obligation to provide information about the student's status at the School to any other school district or school to which the student seeks enrollment;

- The opportunity for the student or the student's parent/guardian to appear in person and/or to employ and be represented by counsel or an advocate;
- The right to inspect and obtain copies of all documents to be used at the hearing;
- The opportunity to present testimony, evidence and witnesses and confront and question witnesses who testify at the hearing;
- The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witness testimony.

#### **Step Four**

The **Chief Student Development Officer or designee** shall maintain documents that may be used at the hearing and make them available for review by the student and/or his/her parent/guardian. These papers may include, but are not limited to, the following: A record of the student's attendance and grades, a record of previous infractions, a statement of the facts surrounding the case made by a **Chief Student Development Officer or designee**; a statement of the facts surrounding the case made by a witness, a law enforcement agency's report and any other relevant matter.

#### **Step Five**

An expulsion hearing shall be held before **the school board**. A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

While the technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by **Chief Student Development Officer or designee** to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on evidence produced at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay evidence, although sworn declarations may be admitted as testimony from witnesses who are determined by the **School Board** that disclosure of their identity or live testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

#### **Step Six**

The decision of the **Chief Student Development Officer or designee** shall be in the form of a written recommendation, with findings of fact, to the Board of Directors who will make a final determination regarding the expulsion. The final decision by the **school board** shall be made within 10 days following the conclusion of the hearing, or within 40 school days after the date of

the pupil's removal from the School for the incident for which the recommendation for expulsion is made. If the school board decides not to recommend expulsion, the pupil shall be reinstated and permitted to return to classroom programs. The decision not to recommend expulsion shall be final.

### **Step Seven**

The **Chief Student Development Officer or designee** following a decision of the Board of Directors to expel a student, shall send written notice of the decision to expel, including the **school board's** findings of fact, to the student or parent/guardian. The notice shall include the following:

- Notice of the specific offense committed by the student;
- Notice of the right to appeal the expulsion to the County Board of Education. If that Board does not hear such appeals, the student may submit a written objection and request for reconsideration to the school's Board of Directors within 10 days. Decisions of the Board of Directors shall be final.
- Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status within the charter school

Within 30 days of the decision to expel, the school board shall send written notice of the decision to expel to the student's district of residence, the County Office of Education and the charter granting district (if different than the student's district of residence). This notice shall include the student's name and the specific expellable offense committed by the student.

### **Step Eight**

Expelled students are responsible for seeking alternative education programs, including but not limited to, programs within the County or their school district of residence.

### **Step Nine**

The school shall maintain records of all student suspensions and expulsions at the school site. Such records shall be made available for **Elite Academic Academy's** review upon request.

Students who are expelled from the charter school shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors, or its designee, at the time of the expulsion order, which may include, but is not limited to, a periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the school for readmission.

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board of Directors or its designee following a meeting with the **Chief Student Development Officer or designee** and the pupil and parent/guardian to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The **Chief Student Development Officer or designee** shall make a

recommendation to the Board of Directors following the meeting regarding his/her determination. The pupil's readmission is also contingent upon the school's capacity and any other admission requirements in effect at the time the student seeks admission or readmission.

## California Healthy Youth Act (CHYA) (AB 2601)

CHYA requires that all California public schools provide comprehensive sexual health and HIV prevention once in middle school and once in high school. AB 2601 extended that requirement to charter schools. The law requires the following:

1. To provide pupils with the knowledge and skills necessary to protect their sexual and reproductive health from HIV and other sexually transmitted infections and from unintended pregnancy;
2. To provide pupils with the knowledge and skills they need to develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family;
3. To promote understanding of sexuality as a normal part of human development;
4. To ensure pupils receive integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention instruction and provide educators with clear tools and guidance to accomplish that end;
5. To provide pupils with the knowledge and skills necessary to have healthy, positive, and safe relationships and behaviors

You as a parent also have the right to excuse your child from participating. If you choose to not participate please write a handwritten letter or email to the Director of your program with the following:

1. Name of Student
2. Date
3. Signature
4. State that you are excusing your child from CHYA instruction
5. This must be done once in high school and once in middle school



# Student/Parent Handbook Acknowledgement Form

The Elite Academic Academy handbook describes important information about, among other things, EAA academies, state, and federal regulations and policies. Because information, policies, and benefits are subject to change, I acknowledge that revisions to the EAA Handbook may occur.

My parents/guardian(s) and I acknowledge that we have received a copy of the EAA Student/Parent Handbook. I acknowledge that I will abide by the guidelines and policies contained therein. I acknowledge and will abide by the guidelines for email, IM, internet, integrity, cheating, and plagiarism for EAA. I have read and understand the importance of attending state testing. I understand that assessment is mandatory at Elite Academic Academy to document student progress.

Completing this acknowledgment form confirms that my parent/guardian(s) and I have read and reviewed and understand the contents of the EAA Parent/Student Handbook.

Please sign and return to your assigned Elite Educator.

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Parent/Guardian Name (Please print)

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Parent/Guardian Signature

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Date

---

Student Name (Please print)

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Student Signature

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Date



Elite Academic Academy  
Independent Study Policy

Elite Academic Academy (Charter School) shall offer independent study to meet the educational needs of pupils enrolled in the charter school. Independent study is an alternative education program designed to teach the knowledge and skills of the California core curriculum system. Elite Academic Academy shall provide appropriate services and resources to enable pupils to complete their independent studies successfully.

A school district or county office of education (or charter school) may not be eligible to receive apportionments for independent study by pupils unless it has adopted policies and has implemented those policies. The following written policies have been adopted by the Board for implementation at the Charter School:

1. For pupils in all grade levels offered by the Charter School, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be thirty-five (35) school days.
2. An evaluation will be conducted to determine whether it is in the best interest of the pupil to remain in Independent Study if the pupil misses three (3) assignments and/or in the event the pupil's educational performance falls below satisfactory levels as determined by whether or not:
  - a. The pupil's achievement and engagement in the independent study program fulfills the standards indicated by the pupil's performance on applicable pupil level measures of pupil achievement and pupil engagement set forth in paragraphs (4) and (5) of subdivision (d) of Section 52060.
  - b. The pupil is completing assignments, assessments, or other indicators that serve as evidence that the pupil is working on assignments.
  - c. The pupil is learning required concepts, as determined by the supervising teacher.
  - d. The pupil is progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

A written record of the aforementioned findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This record shall be maintained for a period of three years from the date of the evaluation, and if the pupil transfers to another California public school, the record shall be forwarded to that school.

3. The Charter School will provide content to pupils aligned to grade-level standards that is ~~provided at a level of quality and intellectual challenge~~ substantially equivalent to in-person instruction. For high school pupils, this includes access to all courses offered by the Charter School for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria.

4. The Charter School will implement procedures for tiered re-engagement strategies for the following pupils:

- a. All pupils who are not generating attendance for more than ~~three (3) school days, or 60 percent of the instructional days in a school week, or~~ 10 percent of the required minimum instructional time over four continuous weeks of the Charter School’s approved instructional calendar; or
- b. All pupils ~~who are found not participatory pursuant to Educational Code Section 51747.5 for more than the greater of three (3) school days or 60 percent of the scheduled days of~~ in synchronous ~~instructional offerings for more than 50 percent of the scheduled times of~~ ~~synchronous instruction~~ in a school month as applicable by grade span; or
- c. All pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).

Tiered re-engagement ~~procedures strategies~~ shall include ~~local programs intended to address chronic absenteeism, as applicable, with at least~~ ~~but are not necessarily limited to;~~ all of the following:

- a. Verification of current contact information for each enrolled pupil.
- b. Notification to parents or guardians of lack of participation within one (1) school day of the recording of a non-attendance day or lack of participation.
- c. Creation of a plan for outreach from the school to determine pupil needs, including connection with health and social services as necessary.
- d. Scheduling of a pupil-parent-educator conference (a meeting involving all individuals who signed the pupil’s written independent study agreement) to review the pupil’s written agreement and reconsider the independent study program’s impact on the pupil’s achievement and well-being, consistent with the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.

5. Based on each pupil’s grade level, the Charter School will offer synchronous instruction defined as classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by ~~the~~ a teacher ~~or teachers~~ of record for that pupil pursuant to Section 51747.5.

Opportunities for synchronous instruction and/or daily live interaction will be offered at least as frequently as set forth below:

- a. For pupils in transitional kindergarten through grade 3, inclusive, the school will offer pupils opportunities for daily synchronous instruction for all pupils throughout the school year.
- b. For pupils in grades 4 through 8, inclusive, the school will provide opportunities for both daily live interaction and at least weekly synchronous instruction for all pupils throughout the school year.
- c. For pupils in grades 9 through 12, inclusive, the school will provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year.

“Live interaction” means interaction between the pupil and local educational agency classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of internet or telephonic communication.

The Charter School will document each pupil’s participation in live interaction and synchronous instruction on each school day for which these are provided as part of the independent study program. A pupil who does not participate in scheduled live interaction or synchronous instruction shall be documented as non-participatory for that school day for purposes of pupil participation reporting and tiered re-engagement.

6. In the event a family decides to return to in-person instruction, within five (5) instructional days, the school will provide the family with a transitional plan including, but not limited to, resources such as contact information for their school of residence, other classroom-based educational opportunities, and wellness support.

7. A requirement that a current written agreement for each independent study pupil shall be maintained on file including all legal requirements (see Master Agreement below).

## Master Agreement Policy

1. The manner, time, frequency, and place for submitting a pupil's assignments, for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.
2. The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.
3. The specific resources, including materials and personnel, will be made available to the pupil. The specific resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
4. A statement of the policies adopted pursuant to subdivisions (a) and (b) regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the pupil should be allowed to continue in an independent study program.
5. The duration of the independent study agreement, including the beginning and end dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
7. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade-level, or need support in other areas, such as English learners, and individuals with exceptional needs in order to be consistent with the pupil's individualized education program (IEP) or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health support.
8. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.

9.
  - a. Each independent study agreement shall be signed, before the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and ~~all persons who have direct responsibility for providing assistance to the pupil.~~ the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.
  - b. Each signature required for an independent study agreement shall be dated as required by Title 5 California Code of Regulations Section 11702. An agreement is not in effect until it is complete as to all terms, signed and dated.

~~Upon the request of the parent or guardian of a pupil,~~ Before signing an independent study agreement, the parent may request that the Charter School shall conduct a telephone, videoconference, or in-person pupil-parent-educator conference or other school meetings during which the pupil, parent, or guardian, and, if requested by the pupil or parent, an education advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the pupil in independent study, before making the decision about enrollment or dis-enrollment in the various options for learning.

Elite Academic Academy shall comply with the Education Code Sections 47612.5 and 51745 through 51749.3, Title 5 California Code of Regulations Sections 11700(b) through 11704, 16023 through 16026, and 11960(a) through 11963.7, and the provisions of the Charter School's Act and the State Board of Education regulations adopted thereunder.

The Chief Executive Officer shall establish regulations to implement these policies in accordance with the law.

# Universal Prekindergarten Planning and Implementation Grant Program – Planning Template

A Resource for Local Educational Agencies  
Released – December 17, 2021

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## Universal Prekindergarten in California

Decades of research demonstrate that an early and strong foundation for learning matters. Children who have effective learning opportunities before kindergarten have an advantage in school and in life over children who do not, especially children with adverse childhood experiences. Children who attend quality preschool programs are more prepared for school in terms of their early literacy, language, and math skills, their executive function, and social emotional development. In some cases, preschool participants are less likely to be identified for special education services or to be held back in elementary school than children who do not attend developmentally-informed preschool programs that include strong educational components.

California is poised to realize universal prekindergarten (UPK) for all four-year-old children, and to expand services for three-year-old children through bold leadership and the unprecedented investments in the Budget Act of 2021, including universal transitional kindergarten (UTK) and expansion of the California State Preschool Program (CSPP).

The tumult of the COVID-19 pandemic accelerated a call to action to ensure a strong educational foundation for all children, emphasizing the critical role of our education system in supporting children and families' needs and how local flexibility fuels community capacity to meet their needs. California's leaders responded with historic investments in family support, child development and care, and education. Yet, as the Master Plan for Early Learning and Care highlights, realizing the promise of early childhood investments will require all partners—across early learning and care, early education, elementary education, and expanded learning and extended care communities—to work together to create a stronger system designed to meet the needs of the whole child.

### **The California Universal Prekindergarten Planning and Implementation Grant Program – Overview**

California seeks to set children on a trajectory of lifelong success by investing in early and equitable learning experiences, including infant and toddler supports, such as family leave and access to infant and toddler care, universal preschool for all four-year-old children, and enhanced educational experiences across an aligned preschool to third grade system.

The 2021–22 State Budget package established the UPK Planning and Implementation Grant Program as a state early learning initiative with the goal of expanding access to prekindergarten programs at local educational agencies (LEAs). This grant program provides \$200 million for the California Department of Education (CDE) to allocate directly to LEAs based on a statutory formula to support planning and implementation costs associated with expanding prekindergarten options, such as universally-available transitional kindergarten (TK), CSPP, and Head Start for eligible students, and other local and community-based partnerships. It is important for LEAs to include partners such as CSPP, Head Start, and other early learning and care providers in the co-creation of the local plan. Engaging all partners in the community will enhance resources for families and children and fully utilize and coordinate available resources, including facilities, staff, and funding.

Under the provisions of California Education Code (EC) Section 8281.5, grant funds are allocated to school districts, charter schools, and county offices of education (COEs) with kindergarten enrollment in specific years, according to a specified formula. In addition, funds are allocated to COEs to support countywide planning and capacity building around UPK.

Grant funds may be used for costs associated with creating or expanding CSPP or TK programs, or to establish or strengthen partnerships with other providers of prekindergarten education within the LEA, including Head Start programs, to ensure that high-quality options for prekindergarten education are available for four-year-old children. Allowable costs include, but are not limited to: (1) planning costs, (2) hiring and recruitment costs, (3) staff training and professional development, (4) classroom materials, and (5) supplies.

As a condition of receiving grant funds, state law requires each LEA to create a plan articulating,

how all children in the attendance area of the LEA will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA's expanded learning offerings, the After-School Education and Safety Program, the California state preschool program, Head Start programs, and other community-based early learning and care programs (EC Section 8281.5).

Under state law, the plan must be developed for consideration by the LEA's governing board or body at a public meeting on or before June 30, 2022, after which the LEA must provide data, as specified by the State Superintendent of Public Instruction, to the CDE. The CDE must encumber funds by June 30, 2024. LEAs will have until June 30, 2025, to use the funds.

In addition, the 2021–22 State Budget also established the Expanded Learning Opportunities Program (ELO-P). The intent of the program is that all LEAs offer all unduplicated students in classroom-based instructional programs access to comprehensive afterschool and intersessional expanded learning opportunities. The ELO-P requires LEAs to offer in-person before or after-school expanded learning opportunities that, when added to the core instructional day, are no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day (EC Section 46120).

In 2021–22, all LEAs must offer all TK through sixth grade (TK–6) classroom-based, unduplicated pupils an ELO-P and provide access to 50 percent of TK–6 enrolled, classroom-based, unduplicated pupils. Commencing in 2022–23, as a condition of apportionment, LEAs with an Unduplicated Pupil Percentage (UPP) at or above 80 percent must offer an ELO-P to all TK–6 classroom-based pupils and provide access to all TK–6 classroom-based pupils upon parent or guardian request. LEAs with an UPP below 80 percent must offer an expanded learning opportunity to all TK–6 classroom-based, unduplicated pupils and provide access to 50 percent of TK–6 enrolled classroom-based, unduplicated pupils. LEAs receiving ELO-P funding must meet all TK–6 requirements, which include, but are not limited to, offering a minimum of a nine-hour day for students TK–6 during the school year, providing pupil access, and offering 30 non-school days of programming, such as during summer and intersession periods.

Summer and intersession programming are also offered through many other early learning programs such as CSPP, Head Start, and early learning and care providers. Sharing costs, staff, and resources can support implementation of TK that provides for full-day supports while also meeting parental needs and supporting parental choice of program and setting type. LEAs should consider how these services will be offered as part of their UPK Plan. For key definitions related to UPK in California, see Appendix I.

### **Planning Template Purpose**

The UPK Planning Template has been created to: (1) offer planning questions for LEA consideration in developing comprehensive plans for UPK that meet community and family needs, and (2) outline the data that will be required for submission to the CDE to meet the requirements of EC Section 8281.5.

This template includes recommended and required planning questions. Collectively, the recommended and required questions form a set of core planning questions the CDE believes are critical to supporting the development of a comprehensive, responsive, and community-centered UPK Plan.

- Recommended Questions: LEAs are highly encouraged to incorporate answers to these questions in their UPK Plans. Responses to these questions are not required for submission to the CDE but do support more holistic planning that meets the intent of these funds.
- Required questions: LEAs will be required to answer the required data questions outlined in this template in a survey that will be issued by the CDE following the June 30, 2022, deadline for LEAs to present their plans to their governing boards.

The CDE will be collecting information on the answers to the required questions after July 30, 2022, in a survey. This will allow the CDE to learn about how LEAs are planning to implement UPK, and to identify what additional support may be needed to help LEAs as they move along the implementation process.

The questions required for submission to the CDE should be answered based on what the LEA plans to implement in the 2022–23 school year. However, the CDE encourages that LEAs, when developing their UPK Plan for consideration by their local governing board, look beyond the first year of implementation and lay the foundation for the full implementation period. The CDE also encourages LEAs to look to their Local Control and Accountability Plans (LCAPs) to identify where their LCAPs already include relevant opportunities for alignment, and to consider the results of the UPK planning and implementation efforts as it pertains to future updates to their LCAPs.

The UPK Planning Template is organized as follows:

1. Self-Certification
2. Projected Enrollment and Needs Assessment
3. Focus Area Planning
  - a. Vision and Coherence
  - b. Community Engagement and Partnerships
  - c. Workforce Recruitment and Professional Learning
  - d. Curriculum, Instruction, and Assessment
  - e. LEA Facilities, Services, and Operations
4. Technical Assistance Questions

The CDE encourages COEs to use this template as a guide for developing their own plans for how they will support the districts in their county to assess options, make decisions, and construct a plan that includes the required questions and considers the recommended questions found in this template.

### **Accompanying Guidance**

To help introduce LEA leaders to early education concepts, agencies, and structures, the CDE will release an accompanying Guidance Document in early 2022, that will include information on the following:

1. Local LEA indirect service agencies and partners (for example, child care local planning council [LPC], Resource and Referral program [R&R], Alternative Payment Program [APP]);
2. Allowable ways to layer funding sources and programs to achieve full-day programming for four-year-old children;
3. Requirements for TK and early education facilities;
4. UPK workforce requirements for CSPP and TK educators, including the Early Learning Career Lattice, Commission on Teacher Credentialing (CTC) Child Development Teacher Permit information, information on the Multiple Subject Teaching Credential requirements, and TK educator professional learning;
5. Other available resources for UPK Implementation:
  - a. Workforce development grants and funds that can be accessed to help candidates obtain early education and TK qualifications (for example, federal stimulus funds, Educator Effectiveness Block Grant, and others);
  - b. Funding sources that can be utilized for facilities;
  - c. Funding sources that can be utilized for extended learning and care;
6. Research on the importance of participating in quality early education and research demonstrating the long-term impact on attendance, behavior, graduation rates, and academic and career success; and
7. Other resources aligned with the questions presented in the UPK Planning Template.

Additionally, the CDE will work with partners to ensure the release of additional information and technical assistance in the form of guidance, resources, tools, and regularly-scheduled webinars. Topics will include workforce, support for multilingual learners, and inclusive early education practices, among others.

### **Directions, Timeline, and Suggested Planning Process**

LEAs are encouraged to use this template to fulfill the EC Section 8281.5 requirement to create a UPK Plan that articulates how the LEA will facilitate access to full-day learning for all children the year before kindergarten, including their partnerships with CSPP, Head Start, other preschool partners, and extended learning and care partners. The CDE will

disseminate a survey to collect responses to the required questions in this template following the June 30, 2022, deadline for presenting plans to the local governing board.

The CDE recommends the following process and timeline after the release of this UPK Planning Template in December 2021:

1. LEAs convene a planning team, including staff from the early learning department and Head Start (if these exist), curriculum and instruction, student programs, workforce and human resources (HR), business services, special education, multilingual education, expanded and after-school learning, and facilities.
2. The CDE, along with partners, will release guidance, resources, and additional information to support LEAs in the development of their UPK plan. LEAs should review this guidance as part of their planning process, and COEs should use the guidance to inform the support they offer to LEAs.
3. COEs develop plans for how they will support LEAs in their county to assess options, make decisions, and construct plans that address the required questions and consider the recommended questions found in this template. COEs should communicate with the LEAs in their county about the types of information, resources, and technical assistance the COE is able to offer to support the UPK planning process.
4. LEAs conduct outreach and engagement activities with local R&Rs, LPCs, and existing extended learning and care providers including early learning and child care providers operating within the LEA’s enrollment attendance boundary.
5. LEAs convene a public engagement process to gather input and perspectives to inform the plan. This engagement process should include parents, early learning communities (including CSPP, Head Start, and the Head Start Policy Council), and expanded learning communities (including the After-School Education and Safety [ASES] Program). To ensure meaningful engagement, the CDE recommends LEAs complete this by March 1, 2022.
6. If the LEA wants technical assistance from their COE, the CDE recommends LEAs submit a draft of the UPK Plan to their COE for review by April 15, 2022.
7. Planning teams meet with the COE to discuss the LEA’s draft, including local constituency input, by June 1, 2022.
8. Planning teams present a draft plan to the school board by June 30, 2022.
9. The plan shall demonstrate how families will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA’s expanded learning offerings, the ASES Program, CSPP, Head Start programs, and other community-based early learning and care programs.

Following the presentation of the plan to the LEA’s school board, the LEA shall respond to the CDE’s subsequent requests for information no later than July 31, 2022.

## Key Considerations

### Transitional Kindergarten Implementation Timeline

As a condition of receipt of apportionment, school districts and charter schools must implement universally available TK for all four-year-old children by 2025–26 (EC 48000[c][1]). LEAs are encouraged to consider how this implementation timeline will impact elements of their UPK Plan, including whether implementing UTK on a fast timeline will allow the LEA to reach economies of scale with regard to the number of classrooms and TK teachers needed. The table below illustrates the UTK implementation timeline, including eligibility and ratios.

**Table: TK Eligibility, Ratio, and Class Size Requirements by Fiscal Year**

Type of Requirement	2021–22	2022–23	2023–24	2024–25	2025–26
<b>Eligibility</b>	Turn five between September 2 and December 2; at district discretion,	Turn five between September 2 and February 2; at district discretion,	Turn five between September 2 and April 2; at district discretion, turn	Turn five between September 2 and June 2; at district discretion, turn	Turn four by September 1

Type of Requirement	2021–22	2022–23	2023–24	2024–25	2025–26
	turn five between December 3 and the end of the school year	turn five between February 3 and the end of the school year	five between April 3 and the end of the school year	five between June 3 and the end of the school year	
<b>Ratios</b>	Not specified	1:12	1:10**	1:10**	1:10**
<b>Class Size</b>	24	24	24	24	24

\* average class size across the school site

\*\* Subject to future legislative appropriation

### Supporting a Preschool through Third Grade Continuum

The CDE recently launched a Preschool through Third Grade (P–3) Alignment Initiative rooted in research that suggests the gaps in children’s opportunities and learning outcomes demand system-level reform at the state, county, district, school, and community level. Through this work, the CDE hopes to disrupt inequities, address bias, and promote equitable opportunities for California’s early learners. UPK implementation presents a critical opportunity to strengthen P–3 alignment, as a means of sustaining and accelerating the improved child outcomes associated with high-quality, early learning experiences.

To ensure the LEA’s plan is aligned with the vision of a P–3 continuum, the development team for the LEA UPK Plan (for which this document is a template) should include staff from the early education department (if there is one), curriculum and instruction, student programs, workforce, HR, business services, special education, multilingual education, expanded learning and afterschool, and facilities. Furthermore, to create a strong UPK system that meets families’ needs, the voices and choices of parents should be centered. Furthermore, LEAs should conduct outreach to the early learning and care providers that operate within the zip codes that the LEA serves to include them in informing the development of the LEA’s UPK Plan.

As a best practice, the CDE recommends LEAs convene a public engagement process to gather input and perspectives to inform the plan by March 1, 2022. This engagement process should include parents, early education communities (including CSPP and Head Start), expanded learning communities (including the ASES Program), and early learning and care (including center- and home-based child care) in order to gather information from impacted communities to inform the development of this plan.

### Full-Day, Extended Learning and Care

State law does not require LEAs to operate a TK program that offers full-day early learning to all children the year before kindergarten; however LEAs must articulate how they plan to offer full-day, early learning programming to all students, and how they are partnering or plan to partner with other programs, such as those listed in the statute, to ensure that every child has access to extended learning and care that, combined, equates to a full-day of programming that meets the community’s needs.

Additionally, starting in the 2022–23 school year, LEAs receiving ELO-P funding must offer nine hours of combined instructional time and expanded learning opportunities per instructional day to all unduplicated children enrolled in TK and at least 30 intersession days; however, LEAs are not required to exclusively use ELO-P funding to meet the requirement. LEAs can instead partner with Head Start, CSPP, ASES, or other community-based child care programs to fund and provide the additional extended learning and care hours needed to reach nine hours. (EC Section 46120). This would allow the LEA to use ELO-P funds to provide additional service hours or services for additional children.

### **Creating Joint or Aligned Plans**

LEAs are permitted to partner in creating a joint UPK Plan and may submit the same plan for multiple LEAs. Small and rural LEAs serving similar communities, especially those with low TK or kindergarten average daily attendance (ADA), are strongly encouraged to consider creating a joint UPK Plan which includes non-district learning programs serving four-year-old children. LEAs are also encouraged to consider partnering with other nearby LEAs to submit a joint UPK Plan or with their COE to create a single, countywide plan. These joint plans should be developed in conjunction with CSPP, Head Start, other preschool programs, and early learning and care providers.

## UPK Planning Template Self-Certification

In the data collection survey submitted to the CDE, LEAs must self-certify they developed a plan that was presented for consideration by the governing board or body at a public meeting on or before June 30, 2022, for how all children in the attendance area of the LEA will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA’s expanding learning offerings, ASES, CSPP, Head Start programs, and other community-based early learning and care programs.

1. Please complete the following table:

LEA Name	Contact Name and Title of the Individual Self-Certifying the Statement Above	Email	Phone
Elite Academic Academy-Mountain Empire	Ms. Meghan Freeman	MFreeman@eliteacademiac.com	866-354-8302

2. Did the LEA develop a joint plan with multiple LEAs (for example, multiple small and rural LEAs serving similar communities or countywide plans developed with support of the COE for all LEAs in the county)? [select one]

No

3. If the LEA answered Yes to Question 2, what other LEAs are part of this joint plan?

## Projected Enrollment and Needs Assessment Recommended Planning Questions

The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions.

1. What do existing data sources indicate about parental needs and preferences related to early learning and care programs for three- and four-year-old children in the LEAs attendance area? (LEAs are encouraged to work with local early learning and care partners such as CSPP, Head Start programs, LPCs, R&Rs, and APPs, and utilize data sources such as LPC Needs Assessment data, Head Start Needs Assessments, and so on)
2. Using the projected TK enrollment for the LEA provided by the CDE, make modifications to the LEA's TK student estimates and make cumulative facilities and staffing estimates needed each year from school year 2022–23 to 2025–26. Complete the following tables.

**Table: Projected Student Enrollment**

Type of Student	2019–20	Current (TK-eligible children turn five between September 2 and December 2, inclusive)	2022–23 (TK-eligible children turn five between September 2 and February 2, inclusive)	2023–24 (TK-eligible children turn five between September 2 and April 2, inclusive) <sup>4</sup>	2024–25 (TK-eligible children turn five between September 2 and June 2, inclusive)	2025–26 (TK-eligible children turn four by September 1)
TK Students	11	10	36	40	46	52
CSPP (if applicable)	n/a	n/a	n/a	n/a	n/a	n/a

**Table: Facilities Estimates (Cumulative)**

Type of Facility	2019–20	Current	2022–23	2023–24	2024–25	2025–26
TK Classrooms	n/a	n/a	n/a	n/a	n/a	n/a
CSPP Classrooms	n/a	n/a	n/a	n/a	n/a	n/a
Head Start or Other Early Learning and Care Classrooms	n/a	n/a	n/a	n/a	n/a	n/a

**Table: Staffing Estimates (Cumulative)**

Type of Staff	2019–20	Current	2022–23	2023–24	2024–25	2025–26
TK	n/a	n/a	n/a	n/a	n/a	n/a
TK Teacher's Assistants	n/a	n/a	n/a	n/a	n/a	n/a



Type of Staff	2019–20	Current	2022–23	2023–24	2024–25	2025–26
CSPP (if applicable)	n/a	n/a	n/a	n/a	n/a	n/a
Other CSPP Classroom Staff (if applicable)	n/a	n/a	n/a	n/a	n/a	n/a
Early Education District-level staffing (if applicable)	n/a	n/a	n/a	n/a	n/a	n/a

3. As part of the ELO-P requirements, EC Section 8281.5 requires LEAs to offer or partner in offering in-person before school or after-school expanded learning opportunities that, when added to daily instructional minutes, are no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day, including through partnerships with the LEA’s expanding learning offerings, ASES, CSPP, Head Start programs, and other community-based early learning and care programs.

Consider your estimated number of TK students. Estimate the number of TK students that will utilize extended learning and care services in addition to the TK instructional minutes. Then, working with local early learning and care and expanded learning partners, estimate the number of slots available for TK students in the following programs:

**Table: Projected Number of TK Students Utilizing Extended Learning and Care**

2019–20	Current	2022–23	2023–24	2024–25	2025–26
n/a	n/a	n/a	n/a	n/a	n/a

**Table: Projected Number of Slots Available for TK Students**

Slot Type	2019–20	Current	2022–23	2023–24	2024–25	2025–26
CSPP	n/a	n/a	n/a	n/a	n/a	n/a
Head Start	n/a	n/a	n/a	n/a	n/a	n/a
ASES Program/ELO-P	n/a	n/a	n/a	n/a	n/a	n/a

### Required Questions

**CDE will be requiring this information be completed after the plan is presented to the governing board.**

There are no required questions in this section.

## Focus Area A: Vision and Coherence

In order to provide equity of access for all students and their families, it is vital for the LEA, in partnership with early learning and care programs, to develop a coherent educational system that begins with UPK, includes access to TK and other options for all four-year-old children, and provides nine hours of programming per day through a combination of instructional time and extended learning and care opportunities for those families who choose this option.

In planning for UPK, consider how the LEA's administrative structure will support school leadership in building connections between them and expanded learning programs as well as early learning and care programs (CSPP, Head Start, other subsidized or privately administered preschool and child care programs) to provide UPK programming and before school and after-school, intersession, and summer learning and care.

### Required Questions

**CDE will be requiring this information be completed after the plan is presented to the governing board.**

1. Which of the following model(s) of service delivery does the LEA plan to implement for UPK for all four-year-old children, including classes fully inclusive of children with disabilities, to provide access to the least restrictive environment for learning? [select all that apply]

TK offered at all sites

2. Does the LEA plan to implement full-day TK, part-day TK, or both? [select one]

Full Day TK

3. Describe how the model(s) of service delivery selected in the preceding two questions will be implemented across the LEA's sites and why.

Our LEA provides an independent study model that allows for full day education, provided at home.

4. Does the LEA plan to begin operating a CSPP or expand its current CSPP contract? [select one]

No - the LEA has no plans to begin or expand a CSPP contract in future years

5. If the LEA answered yes in question four, what age of children does the LEA plan to serve through a CSPP contract? [select all that apply]

6. Please indicate if the LEA plans to serve students eligible for early admittance TK, for children whose fifth birthday occurs after the enrollment date for the year of implementation (see implementation timeline above)?

- a. 2022–23 (Birthdays February 3 or after) [select one]

Yes

- b. 2023–24 (Birthdays April 3 or after) [select one]

Yes

c. 2024–25 (Birthdays June 3 or after) [select one]

Yes

## Focus Area B: Community Engagement and Partnerships

To successfully implement UPK and create a P–3 continuum, LEAs will need to cultivate relationships and collaborate with both internal and external partners.

### Required Questions

**CDE will be requiring this information be completed and submitted to the CDE after the plan is presented to the governing board.**

1. Identify which of the following opportunities the LEA implemented to obtain public input on the UPK Plan. [Select all that apply]

Special Education Local Plan Area (SELPA)

Family or parent surveys

LCAP educational partners input sessions

Other [describe, open response]

Staff, Teacher, and leadership Surveys

2. Select which programs the LEA plans to combine with the TK instructional day to offer a minimum of nine hours per day of programming (instructional day plus programming) for children whose families opt in for extended learning and care. [select all that apply]

Other [describe, open response]

Elite Academic Academy is a non-classroom based independent study charter school; therefore, there is not a current need to partner with additional programs at this time since Elite Academic is able to support the required instructional day.

## Focus Area C: Workforce Recruitment and Professional Learning

Based on the projected enrollment and needs described in Focus Area A, LEAs should create a plan to recruit, train, and support the new TK, preschool, early learning and care, and expanded learning staff needed to support full-day early education options for all children the year before kindergarten.

(Note: All LEAs will need to plan for workforce development considerations as part of this planning work. There is a separate \$100 million allocation for the Prekindergarten Planning and Implementation Grant – Competitive, also known as the Early Education Teacher Development Grant, that will be competitively awarded and is not part of this planning template.)

EC Section 48000(g)(4) specifies that credentialed teachers who are first assigned to a TK classroom after July 1, 2015, have, by August 1, 2023, one of the following:

- a. At least 24 units in early childhood education, or childhood development, or both.
- b. As determined by the LEA employing the teacher, professional experience in a classroom setting with preschool age children that is comparable to the 24 units of education described in subparagraph (a).
- c. A Child Development Teacher Permit issued by the CTC.

EC Section 8295 specifies that teachers in CSPP shall either possess a permit issued by the CTC authorizing service in the care, development, and instruction of children in a child care and development program; or meet the following criteria:

- a. Possess a current credential issued by the CTC authorizing teaching service in elementary school or a single subject credential in home economics; and
- b. Possess twelve units in early childhood education or child development, or both, or two years' experience in early childhood education or a child care and development program.

### Required Questions

**CDE will be requiring this information be completed after the plan is presented to the governing board.**

1. Which of the following strategies does the LEA intend to use to support diverse and effective prospective TK teachers, including multilingual educators, to earn a Multiple Subject Teaching Credential? [select all that apply]

None of the above, the LEA currently has enough Multiple Subject Teaching Credential holders to meet the need for TK educators

2. Which of the following strategies does the LEA intend to employ to support diverse and effective prospective TK teachers, including multilingual educators, to meet the requirements under EC Section 48000(g)(4)? [select all that apply]

None of the above; the LEA currently has enough Multiple Subject Teaching Credential holders who have at least 24 units in early childhood education, or childhood development, or both; professional experience in a classroom setting with preschool-age children that is comparable to the 24 units of education described in subparagraph (a); or a Child Development Teacher Permit issued by the CTC.

3. Which of the following strategies does the LEA intend to employ to support diverse and effective prospective CSPP teachers, including multilingual educators, to obtain a Child Development Teacher Permit [select all that apply]

None of the above, the LEA is not planning to support prospective CSPP educators in obtaining a Child Development Teacher Permit

4. On which child observational assessments does the LEA intend to offer professional learning to TK, CSPP, and other early education teachers during the 2022–23 school year? [select all that apply]

LEA-based, grade level benchmarks and a report card

5. On what topics does the LEA intend to offer professional learning regarding early childhood education to site leaders and principals? [select all that apply]

Curriculum selection and implementation

Children’s literacy and language development (aligned with the Preschool Learning Foundations and Frameworks)

Children’s developing math and science (aligned with the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks)

Children’s social-emotional development (aligned with the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks)

Effective adult-child interactions

## Focus Area D: Curriculum, Instruction, and Assessment

It is critical for each LEA and preschool program partner to plan for how they will develop or select curriculum or curricula that are developmentally-informed and aligned with the strengths of all students, including multilingual students and students with disabilities, as well as how they will ensure curricula are implemented with fidelity to support intentional, quality instruction for all students. LEAs and preschool program partners should consider how they will provide coherent, culturally- and linguistically-responsive UPK curriculum or curricula anchored in the California Preschool Learning Foundations (<https://www.cde.ca.gov/sp/cd/re/psfoundations.asp>) and the California Preschool Curriculum Frameworks (<https://www.cde.ca.gov/sp/cd/re/psframework.asp>) to support the development of skills across the domains outlined in those documents.

### Required Questions

**CDE will be requiring this information be completed after the plan is presented to the governing board.**

1. Does the LEA plan to provide any of the following language model(s) for TK students? [select all that apply]

None

2. If the LEA administers CSPP, does it plan to provide any of the following language model(s) for CSPP students? [select all that apply]

None

3. Identify methods the LEA plans to use to support the development of social-emotional learning and executive function skills through specific instruction in these areas and by embedding and reinforcing this instruction in all curriculum areas. [select all that apply]

Designing developmentally-appropriate learning environments to allow for individual and group activities that promote social-emotional learning and executive function skills (for example, use students' pictures or words in daily routines, feelings charts)

Development of lesson plans or use of a curriculum that includes specific and targeted social-emotional learning and executive function activities throughout the day of instruction

Offer open-ended, self-directed learning opportunities that foster individual interests and curiosity and new learning

4. What instructional practices does the LEA plan to implement to support children with disabilities in UPK programming? [select all that apply]

Implement social-emotional strategies, such as the Pyramid Model, CSEFEL, and others

Implement Universal Design for Learning

Provide adaptations to instructional materials

5. What assessments does the LEA plan to use in TK or kindergarten? [select all that apply]

Other [describe, open response]





## Focus Area E: LEA Facilities, Services, and Operations

It is critical to ensure that LEA facilities, services, and operations are thoughtfully aligned to support the implementation of UPK and movement towards a P–3 continuum. It is also critical for early education programs currently operating to continue to be a part of California’s mixed-delivery system by creating shared space, blending funding and coordinating service delivery.

### For Facilities:

For facilities planning, draw on the Projected Enrollment and Needs Assessment section of this document and the LEA’s Facilities Master Plan. The objectives of this section are to identify the availability of space for UPK, the adequacy of available space to meet the kindergarten facilities standards for meeting the needs of young children, and, if needed, to update the Facilities Master Plan to address any unmet need for developmentally-appropriate space.

### Required Questions

**CDE will be requiring this information be completed after the plan is presented to the governing board.**

1. To support an overall increase in UPK access, what efforts does the LEA plan to make to prevent the displacement of any early education programs on LEA campuses, including both LEA-administered and non-LEA-administered programs?

N/A; Elite Academic Academy is a non-classroom based charter school and does not operate on any campuses.

2. Does the LEA have adequate classroom space to meet the Projected Enrollment of TK students listed in the Projected Enrollment and Needs Assessment section of this document, for the respective implementation year? [multiple choice]

Yes

- i. If no, how many more classrooms does the LEA need? [identify number, open response]

- ii. If no, how might the LEA provide classrooms in the timeframe needed? [describe, open response]

3. Does the space meet the kindergarten standards described in California Code of Regulations, Title 5, Section 14030(h)(2)? [multiple choice]

Yes

- i. If no, what modifications need to be made? What resources are needed to make them? ( See Facilities Grant Program Funding at <https://www.dgs.ca.gov/OPSC/Services/Page-Content/Office-of-Public-School-Construction-Services-List-Folder/Access-Full-Day-Kindergarten-Facilities-Grant-Program-Funding>) [describe, open response]

4. Does the space contain necessary adaptive equipment, assistive technology, or other accommodations to ensure children with disabilities have access to education in the least restrictive environment? [multiple choice]

Yes

- i. If no, what modifications need to be made? What resources are needed to provide equipment or accommodations? [describe, open response]

5. Does the LEA's Facilities Master Plan adequately address the need for UPK programming? [multiple choice]

Yes

- i. If no, what process will the LEA use to update the Facilities Master Plan to accommodate future TK and early education programming? [describe, open response]

6. In which of the following areas does the LEA intend to make updates to facilities? [select all that apply]

None of the above

7. What transportation will the LEA offer to children enrolled in TK? [select all that apply]

No transportation will be provided

8. Will the LEA offer transportation to transport TK children to extended learning and care opportunities that are at other sites than the one the child is enrolled at for TK?

The LEA is a non-classroom based charter; therefore, this is not applicable.

## Technical Assistance Questions

The CDE is collecting information on the type(s) and topics of technical assistance that LEAs need to support implementation of a robust UPK Plan and effective UPK program. This information will be used to leverage existing resources and inform future technical assistance opportunities provided by CDE partners, including COEs, to help ensure that the needs of LEAs are met.

The following questions are optional. However, unlike the recommended questions included in Focus Areas A through E, the CDE will be collecting any information that LEAs wish to provide in response to these questions via the survey that the CDE administers to collect the required data questions above.

1. What technical assistance would be most helpful related to projecting enrollment and assessing needs? [select all that apply]

2. What technical assistance would be most helpful related to the elements included in Focus Area A: Vision and Coherence? [select all that apply]

3. What technical assistance would be most helpful related to the elements included in Focus Area B: Community Engagement and Partnerships? [select all that apply]

4. What technical assistance would be most helpful related to the elements included in Focus Area C: Workforce Recruitment and Professional Learning? [select all that apply]

5. What technical assistance would be most helpful related to support for professional learning opportunities on specific topics? [select all that apply]

6. What technical assistance would be most helpful related to support for specific professional learning delivery mechanisms? [select all that apply]

7. What technical assistance would be most helpful related to the elements included in Focus Area D: Curriculum, Instruction, and Assessment [select all that apply]

8. What technical assistance would be most helpful related to implementing hands-on, interactive, and developmentally-informed early education experiences for UPK students? [select all that apply]

9. What technical assistance would be most helpful related to the elements included in Focus Area E: LEA Facilities, Services, and Operations? [select all that apply]



## Appendix I - Definitions

The following definitions are critical for UPK planning efforts. Additional terms and definitions can be found in the Guidance Document:

- **Preschool through Third Grade (P–3):** P–3 is a continuum of learning from preschool through third grade that can be supported by intentional practices at the classroom, school, and leadership levels that align curricula, assessment, and professional learning opportunities to ensure instruction builds on the knowledge and skills that children acquire as they transition across grades and settings.
- **Universal prekindergarten (UPK):** UPK refers to universal TK as well as the expanded CSPP, Head Start, and early childhood special education services that families can choose from to create rich early learning opportunities for all three- and four-year-old children during the year or two years before kindergarten. In high-needs neighborhoods, the CDE strongly encourages LEAs to consider pairing TK programs with access to Head Start and CSPP for age- and income-eligible three- and four-year-old children to further bolster program quality, either through the LEA’s own Head Start or CSPP program or via a contract partnership with a CBO that administers a Head Start or CSPP.
- **Transitional kindergarten (TK):** TK means the first year of a two-year kindergarten program, serving four-year-old children regardless of income that uses a modified kindergarten curriculum that is age- and developmentally-appropriate (EC Section 48000 [d]).
- **Universal transitional kindergarten (UTK):** UTK refers to the expansion of TK by 2025–26 to serve all four-year-old children by September 1 of each year, regardless of income, providing a year of rich learning opportunities the year before kindergarten that families can choose from as part of California’s public education system.
- **California State Preschool Program (CSPP):** CSPP is the largest state-funded preschool program in the nation. CSPP includes both part-day and full-day services to eligible three- and four-year-old children. CSPP provides a core class curriculum that is developmentally, culturally, and linguistically appropriate for the children served. The program also provides meals and snacks to children, parent education, referrals to health and social services for families, and staff development opportunities to employees. The program is administered through LEAs, colleges, community-action agencies, local government entities, and private, nonprofit agencies.
- **Expanded learning:** This includes before school, after-school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results-driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year.
- **Expanded Learning Opportunities Program (ELO-P):** ELO-P provides funding for after-school and summer school enrichment programs for TK through sixth grade. The ELO-P is defined as services provided in addition to the normal school day and school year operations, to provide full-day and full-year expanded learning programs to meet the needs of working families whose children are enrolled in TK through sixth grade and also provide expanded learning enrichment programming for students. A full day is defined as in-person before school or after-school expanded learning opportunities that, when added to daily instructional minutes, are no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day. A full year includes a minimum of 30 days of programming in the summer and intersession for no fewer than nine hours of in-person expanded learning opportunities per day.
- **Early learning and care:** This refers to the continuum of programs serving children from birth to preschool or school entry, as well as extended care to support school-age children with before school and after-school care as well as vacation schedules. This includes general child care, Early Head Start and Head Start, community-based early learning and care programs, family child care providers, and family, friend, and neighbor care.
- **Extended learning and care:** This refers to the continuum of programs and services (early learning and care options and expanded learning options) available in addition to the normal school day and school year operations, to provide full-day and full-year care to meet the needs of working families whose children are enrolled in TK or kindergarten. A full day is defined as in-person before school or after-school programming or care that, when added to daily instructional minutes, provide no fewer than nine hours of combined instructional time and

expanded learning opportunities per instructional day. A full year includes a minimum of 30 days of programming in the summer and intersession for no fewer than nine hours of in-person expanded learning opportunities per day. Funding to support extended learning and care for children enrolled in TK includes the ELO-P and the CSPP, as specified in guidance provided by the CDE's Early Education Division. Additional subsidized care opportunities may be available to families who qualify, such as child care vouchers and the General Child Care School Age program.

## Appendix II - Additional Deeper Planning Questions

This section includes optional planning questions for LEAs that are ready to develop more advanced UPK and P–3 plans.

These additional questions are designed to support the LEA’s development of a more comprehensive local UPK Plan. LEAs can also use these questions as a tool for integrating UPK into existing LEA plans such as the LCAP. LEA’s should assess their readiness to include any of these deeper planning questions in their initial planning process and reassess their readiness throughout the implementation of their UPK Plan.

### Focus Area A: Vision and Coherence

1. If an LEA has a California State Preschool Plan (as part of the LEA’s application for its CSPP contract) what updates would the LEA like to make to the LEA’s program narrative to reflect implementation of TK?
2. Does the LEA plan to establish, maintain, and facilitate ongoing LEA leadership teams to focus on effective P–3 articulation and coordination throughout the LEA?
3. How will the LEA support sites in providing well-coordinated transitions for all P–3 students as they move through grade levels?
4. How does the LEA plan to communicate the importance of the P–3 continuum across a broad spectrum of audiences (including audiences internal and external to the district)?
5. Identify the processes and tools the LEA will use to strengthen understanding of early childhood development and facilitate communication between preschool and elementary school (including TK) teachers, principals, and administrators to support P–3 alignment?

### Focus Area C: Workforce Recruitment and Professional Learning

1. What strategies does the LEA plan to employ to recruit multilingual educators to teach in dual language programs?
2. How does the LEA plan to assess the implementation of its professional learning structures to ensure efficacy?

### Focus Area D: Curriculum, Instruction, and Assessment

8. Describe how the LEA plans to establish and maintain a coherent, culturally- and linguistically-responsive P–3 continuum to provide a strong integrated curriculum anchored in the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks, California Common Core State Standards, and the Curriculum Frameworks.

9. What actions does the LEA plan to take to establish or expand multilingual programs across the P–3 continuum based on student population and family needs? (If the LEA has no plans to establish or expand multilingual programs across the P–3 continuum, identify how the LEA will evaluate these opportunities moving forward.)

10. What planning and actions are needed to accommodate a positive meal service, and how will the LEA adapt their universal meal program for TK students?

### **Focus Area E: LEA Facilities, Services, and Operations**

4. Describe what changes the LEA intends to make to the LEA’s Facilities Master Plan to ensure it is consistent with P–3 goals of creating seamless transitions for children and families.

5. Identify how the LEA plans to ensure TK students are included in all provisions of Multi-Tiered Systems of Supports (MTSS) and, when necessary, special education instruction, with an emphasis on early intervention and inclusion practices to address supports and least restrictive environments.

6. Identify any modifications the LEA intends to make to the Student Information System (SIS) and the assessment data system to ensure teachers and administrators have access to data from preschool through third grade.