Elite Academic Academy- Adult Work Force Investment

https://global.gotomeeting.com/join/898493077 (Toll Free): 1 866 899 4679 Access Code: 898-493-077

March 7, 2019 at 4:00 pm

43414 Business Park Drive Temecula, CA 92590

23504 Lyons Avenue Suite 403 Santa Clarita, CA 91321

37258 Given Street Palmdale, CA 93552

43-500 Monterey Ave Palm Desert, CA 92260

Elite Academic Adult Work Force Investment-March 7, 2019

Elite Academic Academy- Adult Work Force Investment

4:00

1.0 Call To Order

Roll Call:
Beth Bentley, Jorge Maldonado, Cody Simms

Motion: Second:
Vote:

2.0 Approve/Adopt the Agenda

It is recommended the Board of Directors adopt as presented the agenda for the Board Meeting of March 7, 2019.

Motion: Second:
Vote:

3.0 Board Organization

3.1 Election of Board President

It is recommended that the board nominate and elect a Board President for Elite Academic Academy-Adult Work Force Investment.

Motion: Second:
Vote:

3.2 Election of Vice President

It is recommended that the board nominate and vote on a Vice President for Elite Academic Academy-Adult Work Force Investment

Motion: Second:
Vote:

3.3 Election of Treasurer/Clerk

It is recommended that the board nominate and approve a board Treasurer/Clerk for Elite Academic Academy- Adult Work Force Investment

Motion: Second:
Vote:

4.0 Public Comment -Closed Session

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

5.0 Adjourn to Closed Session

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

6.0 Closed Session

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

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

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

7.0 Pledge Of Allegiance

Led By:

8.0 Open Session

9.0 Public Comment

Please submit a Request to Speak to the Board of Trustees, cards can be

asked for by emailing mfreeman@eliteacademic.com completing and returning it, For non-agendizied items to the CEO, 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.

10.0 General Functions

10.1 Informational Items

A. CEO Report

January Update

Lucerne Feb Update.pdf

10.2 Consent Agenda

Motion: Second: Vote:

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

A. Minutes from the 12/6/2018 Meeting

Minutes for Elite Academic- Adult Work Force Inestment 12.6.pdf

B. Warrant Register

Warrant Register - Feb 2019 AWFI.pdf

Warrant Register - Dec-Jan 2019 ADWI.pdf

C. Job Descriptions

Track A/Program Growth and Development

Instructional Learning Coach

11.0 Personnel Services

12.0 Business Services

12.1 403B Services

Motion: Second: Vote:

It is recommended that the board approve EPIC, IRON, and SCHWAAB to collaboratively provide 403B retirement services to our employees.

Please_Review_and_DocuSign_EPIC_and_Platform_.pdf

12.2 Vendors

Motion: Second: Vote:

It is recommended that the the board ratify the following VCI and EMR vendors for Elite Academic Academy - AWFI.

Elite Vendor List-2.xlsx

12.3 Second Interim

Motion: Second: Vote:

It is recommended that the board approve the second interim for Elite Academic Academy- Adult Work Force Investment

EAA-AWFI Presentation Final.pptx

2nd Interim - Adult Assumptions.pdf

2nd Interim - Adult Financials.pdf

13.0 Educational Services/Policy Development

13.1 Suicide Prevention, Intervention and Prevention Manual

Motion: Second: Vote:

It is recommended that the board approve the Suicide Prevention, Intervention and Prevention Manual

Suicide Prevention, Intervention and Postvention Handbook.pdf

13.2 Student Success Team Manual

Motion: Second: Vote:

It is recommended that the board approve the Student Success Team Manual

SST Manual.pdf

13.3 504 Manual

Motion: Second: Vote:

It is recommended that the board approve the 504 Manual for Elite Academic Academy-Adult Work Force Investment

Elite Academic Academy Section 504 Handbook FINAL DRAFT.pdf

14.0 Report of Action Taken in Closed Session

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

15.0 Calendar

The next scheduled meeting is April 4, at 4:00pm

16.0 Board Comments and Future Planning

17.0 Adjournment

Motion: Second: Vote:

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 eliteacemic.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 District's governing board, 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 education with unparalleled flexibility, support, and learning options."

January 2019

Authorizer Update

Lucerne

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Homeschool Academy

January Happenings

January started with a bang as we had **Jean Burke from College Prep** Genius do a SAT Boot Camp. It was a two day workshop on January 10 th and 11 th that was packed with logic, practice, and encouragement for the students attending. We plan do this every year and create an SAT prep course to go along with it.

WASC initial accreditation took place on January 13 , 14, and 15 in Palm Springs and it was a great experience and opportunity to share student work and have parents, students, and teachers meet our WASC evaluator. It is also always great to get together with our team.

January 18 th we went to the San Diego Model Railroad Museum and made trusses and arches in their STEM workshop. It was unbelievable to see how much weight toothpicks and gumdrops could hold up given the right design. January 22 nd -25 th - Four of our students had the opportunity to join Camp Cuyamaca Outdoor school with the Mountain Empire 6 th graders. It was a great time of learning, activity, and fun. January 29 th we traveled to Glendale to see James Fowler, our VAPA lead, in Shakespearience. It was awesome—James is an excellent actor and connects with every student he works with! Lots of word play and stage fighting. The backstage tour was incredible as there are so, so many behind the scenes activities to make a play go well.

The semester ended on January 25 th and the Elite Homeschool Educators are meeting with all of their families collecting work samples, discussing progress and goals and coming up with a report card. (A bit tricky as the goal of a report card is to tell the parents how the students are doing in a traditional classroom, but here the parents and the Elite Educator team up to create a meaningful report card). It is a time of honest assessment of what's working and what isn't. State Test prep was given to all 3 rd -8 th grade students who will be state testing in the spring. Students received Barron's Test prep books which includes language arts and math review. 3 rd -8 th graders also received a subscription to Zingy Learning which has NGSS science review and activities to help review for the state test.

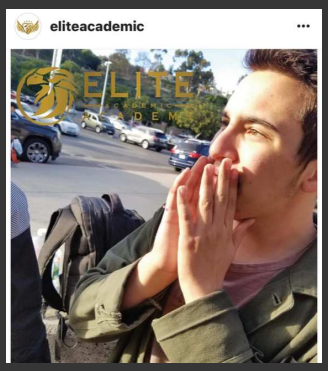
Virtual Academy

January Happenings

Elite Virtual students, grades 6-12, **completed their first semester** on January 25, 2019! Students are excited to start their second-semester courses and show off their report cards to their parents! We have had 18 new enrollments in the past few weeks and have also added a new Virtual teacher and Virtual tutor to our program! Since the start of our first semester, as a whole Virtual students have collectively taken over **428 courses and collectively have a passing rate of 93%!**

Mrs. Wood is our Virtual Middle School teacher. She has been working hard to keep our middle school students on track and is currently working to prepare our middle school students for state testing. **Students are meeting weekly in a virtual classroom to prepare for the science, ELA, and Math testing this Spring.** Elite has provided our 8th-grade students with Zingy Learning online accounts to prepare and explore Life Sciences, Physical Sciences, and Earth Sciences!

Elite Virtual Academy participated in the WASC Accreditation meeting on January 14, 2019! Our high school Virtual students Lilli and Jackie and their mother Ms.Cruz were able to sit and explain their experience with Elite Virtual Academy to the WASC Visiting Committee. They expressed their love of the rigorous courses, the love of the flexible learning environment, and the one-on-one experiences with their Virtual teachers. We are so proud of our student progress and can't wait to see what else is in store for our Virtual Middle and High School students!



Here's what our high school student Hudson has said about our Elite Virtual Academy: "I was struggling in traditional high school because I was sleep deprived of long nights of trying to balance work, life, homework, and friends. Now that I am with Elite Virtual Academy, I have never been more happy with my school environment. **I am happier and healthier now that I have joined Elite.** I get a lot of rest, I've raised my GPA, and my teacher is very responsive. Being able to so my classwork whenever I want during the day is awesome! I love Elite!" -Hudson, 11th grade

Flex Academy

January Happenings

FLEX ACADEMY

NEWSLETTER | JANUARY 2019

Upcoming Dates

January 15th	January 21st	January 25th	January 25th
VAPA Day	School Closed in Observance of M.L.K. Jr. Day	LP 3 Closes	Semester 1 Ends

Happy New Year to all our students and welcome back! LP 3 officially returned on January 7th. All our Elite teachers and staff hope that you had a relaxing break. Many students were fortunate to travel the country with family. Other students were able to pick up extra shift for work and catch up on their schooling. Either way, we hope you got to spend time with friends and family and enjoy a little rest and relaxation.

Elite Academic Academy is pleased to announce that we are offering bus passes for students in need of transportation to or from the Ipac. Please be reminded that it is not in our charter to transport students unless it is for a planned educational activity and a signed permission slip has been submitted. Please check with your teacher if you are interested in obtaining a pass.

COLLEGE CORNER
SAN DIEGO STATE UNIVERSITY

Mascot: Aztecs
Tuition Cost: $7,488
Acceptance Rate: 35%
Average Retention Rate: 89%

According to US News, San Diego State is one of the most applied to schools in California. It's most popular majors include: Business, Marketing, Management, Health Professions and Social Science. 52% of students receive financial aid, with the average grant being $9,300.

FLEX ACADEMY FLASHBACKS

VAPA

On December 20th, students were able to meet with our own James Fowler for a Performing Arts Workshop. The Ipac was filled with students enjoying a choreographed dance routine and participating in acting games. Also, on the horizon is an upcoming performance for Hairspray Jr. The next course will be on January 15th, learning the art of stage combat. More fabulous events will be planned throughout the year so be on the lookout.

COLLEGE BOUND

Elite Academic Academy is excited to be partnering with College of the Desert to offer concurrent enrollment. Mr. Becerra was on-site in December to meet with students and discuss how this process works. Some course options include Culinary Arts, Theater, Criminal Justice and HVAC training. This is a great opportunity to work towards a career while also finishing your high school diploma. For more information speak with your teacher or reach out to Mr. Bacerra.

PHOTOS

The Perez sisters used their winter break to visit the Nasa Museum in Houston, TX. Thank you for sharing your break with us!

Mrs. Makkai and Shane were comparing moon boots at the Ipac. You will always find sympathy from Elite Teachers.

Flex has had 2 graduates this month!!!.

We had a fantastic workshop with our **VAPA lead James Fowler** in December. He taught acting games and dance lessons to our students with the theme of the play Hairspray. He also tied it in to a history lesson with a discussion on slavery and cultural differences. We have begun test preparation this month and have introduced our middle school students to **Zingy Science.**

They have loved working in this platform to practice their science skills for our upcoming testing in May. **Students will be receiving their report cards the end of January**.

All students and their parents will be sitting with their teachers to discuss their first semester progress. They will also be discussing their second semester classes and choosing their elective classes. We are offering drawing, film studies, geography, college and career readiness, current events, anthropology, career exploration as elective offerings this semester.

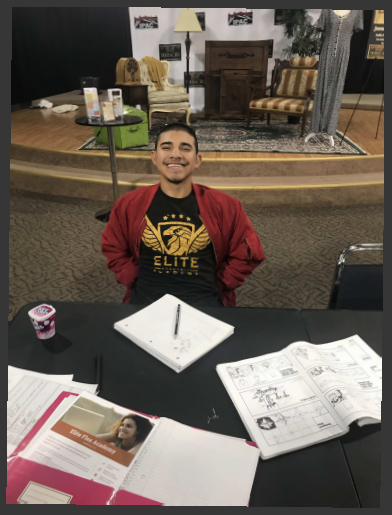
The Flex Academy is currently working on getting the **Indio Parks and Recreation** as a vendor with Elite. We have students who have joined the recreation center and enrolled in volleyball classes. They love the many offerings the recreation center has to offer.

We have seen great success in our new rigorous curriculum. Students are engaged, great discussions are happening and students skills are improving.

Adult Academy

January Happenings

Adult Ed students are busy finishing up their next learning period. Most students will have completed another two classes. Adult students typically begin their journey with us starting with two classes. They begin with **Economics and Finance** and **College and Career Readiness**. Both classes have received great reviews from our students. Our Adult Ed team wrote the curriculum for these classes.



The next classes students have been enrolled in is English. Our Adult Ed team has written a truly engaging curriculum. English 9A, 10A and 11A all include current event articles, grammar components, and writing lessons. English 9B, 10B and 11B all have novels with assignments, grammar components and writing lessons. The students have been enjoying our custom made curriculum! There have been many fantastic discussions involving the current event articles and writing assignments.

We had **4 students graduate Adult Ed in the month of January**. We had **7 students graduate** from our Adult Ed program for the month of December. Our Adult Ed team is proud to be a part of the success we are having with our students.

CTE - We had one student enroll and complete an **HVAC** (air conditioning) class in winter term and earn his first certificate through College of the Desert. We are all so proud of him as he earned a “B” in the course. He shared with us that COD offers free tutoring services for their students. His professor could not have been nicer providing feedback to me regarding this student's progress. We are so proud to have the opportunity to send our students to COD’s amazing classes. It is a fantastic partnership.

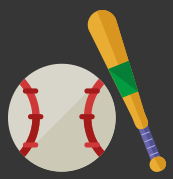
Enrollment is growing daily in Adult Ed.

Athletic Program

January Happenings

LADTA

Elite Athletics would like to welcome the **Los Angeles Dodgers Training Academy** (LADTA) to the Elite family of vendors. LADTA will designate exclusive Elite hours providing every levels of all sports, a **World-class Training Program** with the Los Angeles Dodgers Training Academy. Baseball and softball players aged 6-18 will love this progressive program that will transform them as players and people. It focuses on hitting, pitching, throwing, catching, fielding, base running and knowledge of the game. Students also have the opportunity to participate in a sports performance program that includes strength, conditioning, speed and agility training.



- Influential, expert instructors
- Three 60-minute classes weekly
- Small class sizes
- Fun, high-energy, competitive setting
- Positive and safe environment
- Families have the opportunity to apply educational funds to program costs

VOLT ATHLETICS

We're excited to announce Elite Academic Academy can now provide sport specific **strength training to all athletes in 38 sports**. Volt Athletics is available at AVBA. Volt's revolutionary performance training AI (Artificial Intelligence) builds, tracks, adapts, and evolves each athlete's program for continually personalized training, set by set WORLD-CLASS TRAINING EXPERIENCE with all the instruction and resources athletes need to execute every workout safely—including 1,000+ exercises to customize their training—the Volt app makes it easy for athletes to stay accountable, no matter where they're training.

VAPA Program

January Happenings

The Elite Academic Academy Performing Arts Conservatory

Visual and Performing Arts are an important part of each students educational journey. We at Elite Academic have made the decision to fully embrace that reality, by offering our students the best and most **competitive VAPA conservatory possible.** Elite Academic Academy will be one of the first free public charter schools with an emphasis on independent study/Home School to launch its very own visual and performing arts conservatory. Currently, two conservatories are being established at Elite. More info. to come!

Elite Academic Academy Students were excited to experience **Shakespearience California's #1 Fieldtrip.**
Students spent the day submersed in the world of Shakespeare. They also enjoyed a **special backstage tour** to learn the ins and outs of putting on a large VAPA production!

Growth and Development

January Happenings

Track A Development

The goal is to build partnerships with local schools, community programs, non-profits and businesses to begin laying the foundation to develop Track A programs. Will have projected Track A program locations and numbers by March 2019.

Testing

- Spoke with directors and finalized testing windows per location
- Attended CAASPP and ELPAC Administrators training
- Submitted order for testing supplies
- Organized and separated Summative ELPAC materials
- Directors now have access to TOMS
- Secured locations for 2/3 of students. Waiting to finalize a couple of locations
- Provided Directors with new CAST information and practice tests for students
- Working to complete Master Testing Checklist for Directors
- Collected completed Initial ELPAC materials; worked with Director to make sure scores were input

Family Engagement

The goal is to conduct regular family and student workshops to enhance engagement, one-on-one interaction between families and staff, and to provide opportunities for parents to receive additional tools to maximize student academic success as well as social services

- Planned trip for students and parents to attend the Aladdin play
- Made improvements to the parent on boarding process. Attempting to align the Elite and our vendors process as much as possible to streamline the amount of time parents spend enrolling and on boarding students.

ELITE™ ACADEMIC ACADEMY

Enrollment

Grade Level	Number
TK-3	15
4-6	26
7-8	36
9-12	118
Adult	77
Total	272

This number does NOT include our summer learning enrollment.

ELITE ACADEMIC ACADEMY

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

February 2019
Authorizer Update
Lucerne

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Homeschool Academy

February Happenings

Elite Academic Homeschool teachers had a busy month. It began by finishing the academic consultations for learning period 3. Elite Educators met with families to reflect on academic progress in a more formal way. Report cards were completed by February 8th.
The month began with a trip to Lions, Tigers, and Bears in Alpine, California. Our students had the opportunity to see exotic animals in the wild. See attached pictures!

Students enjoyed the President's Day holiday and one little TK was learning about presidents and sent me a picture. (She was tired after the hard work). See picture.

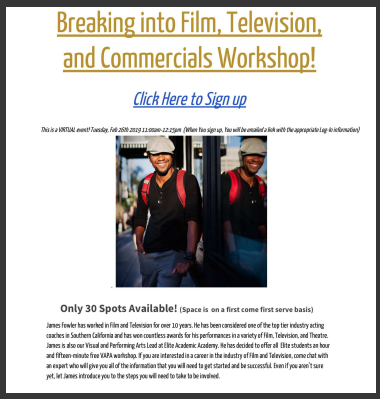
Elite Educators were kept busy with their weekly tutoring sessions, working with individual students on test prep, and working with families to ensure a successful spring semester of learning. Many students began attending spring semester courses at Palomar College or Mira Costa. Students not participating in community college classes began spring semester courses at the various vendor centers like Rock Creek Education, Creative Realm Academy, Independent Learning Academy, or Homeschool Campus to support their homeschool journey.

We held our first Homeschool Hangout in spite of the inclement weather on Thursday, February 21st. This homeschool hangout had a science emphasis and Elite Educators came up with hands on science lessons. Students participated in the hands on lessons, learned the science behind it and then were given extension activities to do at home. Activities included Oil Spills (What's My Density), Types of Rocks, Magnetism (What's it all About?), Terrariums and Ecosystems, and Singing Wineglasses (How does sound work?) .

Virtual Academy

February Happenings

Elite Virtual Academy students are thriving. Middle and High School students have started their second-semester courses and are thriving in their classes. Students are supported by their Elite Educators and content educators to ensure they are receiving a top-notch education! High school students are very excited about our WASC Accreditation! Elite Virtual Academy seniors have been working with our school counselor, Mr. Becerra, to ensure their post-high school plans come into fruition.


Breaking into Film, Television, and Commercials Workshop!

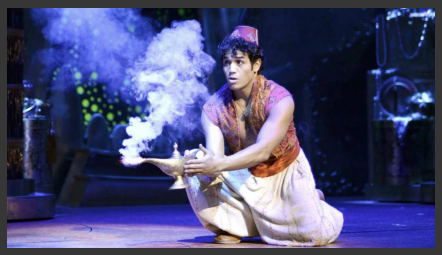
Click Here to Sign up

This is a VIRTUAL event! Tuesday, Feb 26th 2019 11:00am-12:25pm (When You sign up, You will be emailed a link with the appropriate Log-in information)

Only 30 Spots Available! (Space is on a first come first serve basis)

James Fowler has worked in Film and Television for over 10 years. He has been considered one of the top tier industry acting coaches in Southern California and has won countless awards for his performances in a variety of Film, Television, and Theatre. James is also our Visual and Performing Arts Lead at Elite Academic Academy. He has decided to offer all Elite students an hour and fifteen-minute free VAPA workshop. If you are interested in a career in the industry of Film and Television, come chat with an expert who will give you all of the information that you will need to get started and be successful. Even if you aren't sure yet, let James introduce you to the steps you will need to take to be involved.

Virtual Students had the pleasure of attending a Visual and Performing Arts workshop on the virtual platform! Our Elite VAPA Lead, Mr. Fowler, has previously worked in the film and television industry and was able to host a virtual workshop titled, "Breaking into Film, Television, and Commercials!" Students were thrilled and can't wait to attend the next virtual workshop! Virtual students are also looking forward to attending the "Aladdin" play at the Segerstrom Center for the Arts on March 7th!



Flex Academy

February Happenings

We are excited to announce that Elite Academic Academy Flex program is fully WASC accredited which was announced this month. We have received a full three-year accreditation and really impressed the WASC visitor with parent and student participation. This is wonderful news for all students and faculty who have worked so hard on this for the past months.

The first of February also found our flex students at the start of their spring semester. Fall semester was wrapped up and the students and teachers have already begun 2nd semester.

We started off the month with a wonderful Art Enrichment Program taught by Cece from Cece'sArt Studio. We are so fortunate that she comes in and works with our students with her paints, canvases and mini easels. We had 21 students enjoy their introduction to a Pop Art class. They are always so proud of the art work they produce with her guidance and always so excited to share with us.

Many of our middle school students are working on the science program, Zingy, in preparation for the upcoming science testing.

Our middle school team is working on doing some grouping of students for a few core classes. Ms. Rueda has been taking a group into the theater and showing a short story film on the big screen followed by a question and answer session and wrapping up with a writing assignment. Mr. Clark is also working with small groups on some math lessons. This is a new format we have been trying and the students have been receptive to it and really enjoy the theater and the excitement that comes with it.

We look forward to bringing in Monique Waithe to help with some of our elementary and middle school students since this is an area of expertise for her. We welcome her and are excited to have her on board at least one day a week.

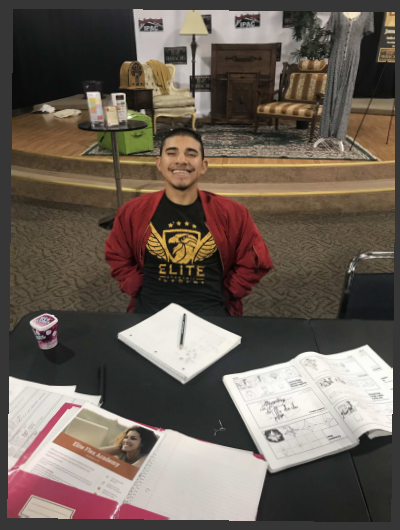
Adult Academy

February Happenings

We are happy to welcome Karen Calleja. She comes to Elite with a great deal of charter school experience and a Science Credential. We are excited to have her working with our wonderful adult students and help write some engaging science curriculum. Welcome aboard Karen!

Adult ed students are just finishing up with their 2nd intersession of the year. We have a few students who are taking advantage of this extra time to complete another class which puts them one step closer to graduation.

Even though our students can take a little break during intersession the teachers are hard at work continuing to write and implement new and exciting classes for this next LP. Our English classes are being worked on as well as a new Government class.



Come March when we welcome back our students they will be starting in on the next round of two classes one being the new English that was designed especially for our school. Mr. Becerra, our school counselor continues to connect with our Adult Ed students to help them choose their career paths and work on CTE courses. He is a wonderful level of support for our students.

We look forward to hearing about the students who are attending the local community college as they are now a couple of weeks into their spring semester. It is always great to hear how the students are succeeding at the next level and some are doing it while still finishing up their graduation requirements with Elite.

Athletic Program

February Happenings

ELITE ACADEMIC ACADEMY | A Tuition-Free Charter School

ELITE ATHLETICS

Elite Athletic Program (EAP) provides "Sport Specific" strength and skill training for 38 sports. Whether your child loves baseball, softball or prefers a different sport, EAP is for all types of athletes. Students can direct educational funds to various athletic programs in order to improve their talents and have a better shot of earning a scholarship.

PGA PROFESSIONAL - Jack Makkai

Elite Athletics would like to welcome PGA Professional, Jack Makkai to the Elite family of vendors. Coach Makkai will designate exclusive Elite hours providing all levels of Professional Golf Training for Indio. Athletes ages 6-18 will love this prominent golf program, as Elite students will participate in a foundational program that includes putting, chipping, and tee training. Available exclusively with Elite, Indio area students receive 1-on-1 instruction to quickly progress in their ability level.

A FEW MORE BENEFITS:

- Instruction from PGA professional
- 60-minute lessons
- 1-on-1 focus and support
- Fun foundational setting
- Ability to apply educational funds to program costs

COUNT.IT - Elite Academic Step Challenge

Elite Director and Teachers will be invited March 4th to join FREE in order to assess and evaluate the Count.It platform and functionality for 3 weeks. The Step Challenge is a fun, free walking challenge where teams of 3-6 faculty and/or students aim to increase their daily step counts, to have fun and to win prizes! An average person has a stride length of approximately 2.1 to 2.5 feet. That means that it takes over 2,000 steps to walk one mile; and 10,000 steps would be almost 5 miles. A sedentary person may only average 1,000 to 3,000 steps a day. For these people adding steps has many health benefits.

LADTA

Athletes ages 6-18 love this prominent training program. Students participate in a sports performance program that includes strength, conditioning, speed and agility training. Available with EPA, students receive small group instruction to quickly progress in their ability level.

ELITE PERFORMANCE TRAINING PACKAGE

- 2 Months of Free Training - $1000 value
- Enroll as a Student with Elite Academic Academy
- Before March 15th
- And Receive 24 Performance Training Sessions at the new Los Angeles Dodgers Training Academy for NO COST

A FEW MORE BENEFITS:

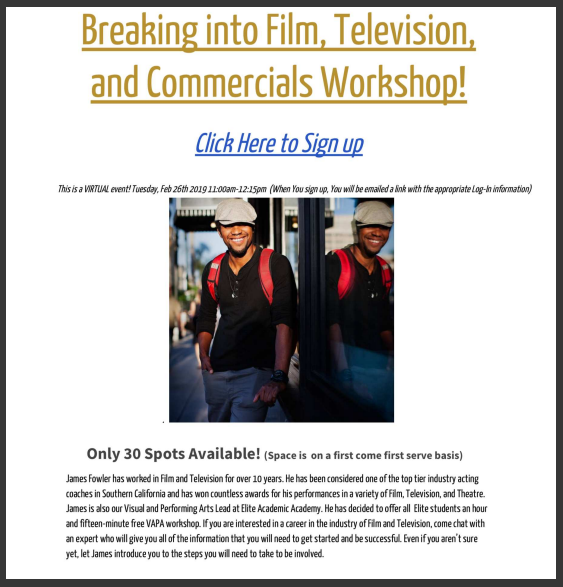
- Instruction from former professional and college players
- Three 60-minute classes weekly
- Small group focus and support
- Fun, high-energy, competitive setting
- Ability to apply educational funds to program costs

VAPA Program

February Happenings

Elite Academic Academy is excited for SUMMER VAPA ENRICHMENT! There are so many incredible VAPA opportunities this summer including but not limited to these excellent Vendors: Desert Theatre Works (Musical Theatre Program), Metropolitan Educational Theatre Network (Musical Theatre Program), Green Room Theatre Company (Theatre Program), Cece's Artistic Touch (Visual Art Program), AMP (Music Program), Michelle Danner Acting Studio (On Camera Acting Studio).

Breaking into Film, Television, and Commercials workshop will hosted by our very own VAPA lead James Fowler, scheduled for March 5, 2019 at 11:00am. Remember that Aladdin is just around the corner, and you are encouraged to arrive at the theatre 30 minutes prior to curtain.



Breaking into Film, Television, and Commercials Workshop!

Click Here to Sign up

This is a VIRTUAL event! Tuesday, Feb 26th 2019 11:00am-12:15pm (When You sign up, You will be emailed a link with the appropriate Log-In information)

Only 30 Spots Available! (Space is on a first come first serve basis)

James Fowler has worked in Film and Television for over 10 years. He has been considered one of the top tier industry acting coaches in Southern California and has won countless awards for his performances in a variety of Film, Television, and Theatre. James is also our Visual and Performing Arts Lead at Elite Academic Academy. He has decided to offer all Elite students an hour and fifteen-minute free VAPA workshop. If you are interested in a career in the industry of Film and Television, come chat with an expert who will give you all of the information that you will need to get started and be successful. Even if you aren't sure yet, let James introduce you to the steps you will need to take to be involved.

Growth and Development

February Happenings

Marketing.The goal is to establish name recognition through building relationships with the families in the community. This is being accomplished by organizing and participating in community events to have face-to-face interactions with potential Elite families and finding ways effective ways to advertise the program. The following events were organized/attended:

- Researched community events within a 5-mile radius of projected summer sites.
- Prepared marketing materials to specific to the program offerings in each community
- Obtained applications to request a booth to solicit program at local stores. Plan to coordinate outreach events throughout April, May and June.

Community Partnerships/Relations.The goal is to build buy-in and programming using local resources and businesses. As a result, the program will grow organically.

- Attended community conference of non-profit leaders and spoke with self defense specialists, musicians, coaches, mentors, teachers and artist about offering their services or donating their time to support Elite students

Track A Development

The goal is to build partnerships with local schools, community programs, non-profits and businesses to begin laying the foundation to develop summer programs.

- Held follow-up meetings with the sites who have committed to host a program in the IE and Los Angeles. Explained the Elite & Hope partnership and benefits to the community.
- Visited each of 6 of the 10 sites to access facility and supply needs and verify maximum capacity.
- Meet with Moreno Valley Parks and Recreation Center Director and HOPE CEO to finalize summer programming. Will be supporting a golf, basketball and VAPA academy.
- Organized a “kick-off” meet and greet with potential site leaders and organizers.

Testing

- Finalized testing locations
- Created shared Google files with testing information
- Completed a Master Testing Checklist for Directors
- Initial ELPAC testing completed and results sent to Admissions for input into SIS
- Composed a spreadsheet of all students who are assigned to participate in state testing. The spreadsheet lists each students name, assigned test, and assigned testing location
- Confirmed each director completed Security Agreements and Affidavits

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ELITE™ ACADEMIC ACADEMY

Enrollment

Grade Level	Number
TK-3	13
4-6	27
7-8	38
9-12	114
Adult	69
Total	261

This number does NOT include our summer learning enrollment.

Elite Academic Academy-Adult Work Force Investment- December 6, 2018

Elite Academic Academy- Adult Work Force Investment

TIme: 4:01

1.0 Call To Order
Roll Call:
Beth Bentley, Jorge Maldonado, Cody Sims
Present Present Present

Beth Jorge
Motion: Second:
Vote:
Beth: Aye Jorge:Aye Cody: Aye

2.0 Approve/Adopt the Agenda
It is recommended the Board of Trustees adopt as presented the agenda for the Board Meeting of December 6, 2018.

Jorge Cody
Motion: Second:
Vote:
Beth: Aye Jorge:Aye Cody: Aye

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

6.0 Pledge Of Allegiance
Led By: Beth

Time: 4:08

7.0 Open Session

8.0 Public Comment
Please submit a Request to Speak to the Board of Trustees, cards can be asked for by emailing mfreeman@eliteacademic.com completing and returning it, For non-agendizied items to the CEO, prior to the meeting. Not more than three (3) minutes are to be allotted to any one (1) speaker, and no more than twenty (20) minutes on the same subject. This portion of the agenda is for comments, recognitions and reports to the Board and is not intended to be a question and answer period. If you have questions for the Board, please provide the Board President with a written copy and an administrator will provide answers at a later date.

9.0 General Functions

9.1 Informational Items

A. CEO Report

Nov Lucerne Update.pdf

Jorge Cody
Motion: Second:
Vote:
Beth: Aye Jorge:Aye Cody: Aye

9.2 Consent Agenda
It is recommended that the board approve the following consent agenda items

A. Minutes from the November 1, 2018 Board Meeting

EAA-AWFI Minutes 11.1.18.pdf

B. Warrant Register

EAA - AWFI Warrant Register

C. Job Descriptions

Admission and Compliance JD- Chad.pdf

Business Services Lead JD.pdf

10.0 Personnel Services

11.0 Business Services

Jorge Beth
Motion: Second:
Vote:
Beth: Aye Jorge:Aye Cody: Aye

11.1 First Interim
It is recommended the board approve the first interim report for Elite Academic Academy- Adult Work Force Investment.

Presentation

EAA - AWFI - First Interim 2018-19 - Summary - Updated 12-4-2018.docx

Budget

EAA - AWFI - First Interim 2018-19 - Updated 12-4-2018.pdf

EAA - AWFI First Interim Back-up data 12-4-18.xlsx

12.0 Educational Services Policy Development

Beth Jorge
Motion Second
Vote
Beth: Aye Jorge:Aye Cody: Aye

12.1 Transportation Policy
It is recommended that the board approve the transportation policy for Elite Academic Academy- Adult Work Force Investment.

Transportation Policy Statement.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 scheduled meeting January 3, 2019 at 4:00pm

15.0 Board Comments and Future Planning

Cody Beth
Motion: Second:

Time: 4:21

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 eliteacemic.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 District's governing board, 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.

Vote:

Beth: Aye Jorge:Aye Cody: Aye

Elite Academic Academy - Adult Work Force Investment

Date	Payment	Vendor Name	Account Name	Invoice Number
1/30/2019	$179.96	Chase Card Services	Misc. Operating Expenses	Oct2018cAWF
1/30/2019	$164.30	Chase Card Services	Postage & Delivery	Oct2018cAWF
1/30/2019	$231.84	Chase Card Services	Marketing	Oct2018cAWF
1/30/2019	$382.27	Chase Card Services	Materials & Supplies	Oct2018cAWF
1/30/2019	$66.26	Chase Card Services	Supplemental Curriculum	Oct2018cAWF
1/30/2019	$101.71	Chase Card Services	Core Curriculum & Textbooks	Oct2018cAWF
1/30/2019	$1,672.26	Chase Card Services	Computers & Equipment (Indiv. > 5k)	Oct2018cAWF
1/30/2019	$135.14	Chase Card Services	Professional Development	Oct2018cAWF
2/4/2019	$10,479.04	EF Explore America	Non-Curriculum Based Vendors	2134587SP
2/8/2019	$1,462.50	Abacus Education Partners, LLC	Business Services	013119EAA-ABA
2/8/2019	$1,579.91	Sprint Solutions, Inc (The MB&W Building)	Communications - Phone, Internet, Website Fees	369638174
2/14/2019	$800.00	City of Indio	Facilities Lease	65642
2/14/2019	$71.05	Evan Jorgensen	Travel & Lodging	JOR012519
2/14/2019	$25.00	Priscilla Mondragon	Non-Curriculum Based Vendors	512929895
2/14/2019	$100.00	Priscilla Mondragon	Non-Curriculum Based Vendors	512934280
2/14/2019	$110.82	Rainbow Resource Center	Core Curriculum & Textbooks	2565404
2/14/2019	$51.69	Rainbow Resource Center	Core Curriculum & Textbooks	2568723
2/14/2019	$109.70	Rainbow Resource Center	Core Curriculum & Textbooks	2578909
2/14/2019	$117.81	Rainbow Resource Center	Core Curriculum & Textbooks	2595199
2/14/2019	$109.70	Rainbow Resource Center	Core Curriculum & Textbooks	2599609
2/14/2019	$117.81	Rainbow Resource Center	Core Curriculum & Textbooks	2599619
2/21/2019	$113.27	Valley Office Equipment	Misc. Operating Expenses	IN1901-1731
2/22/2019	$435.00	Kellie Dolan	Non-Curriculum Based Vendors	7
2/22/2019	$225.00	Kellie Dolan	Non-Curriculum Based Vendors	8

Elite Academic Academy - Adult Work Force Investment

Date	Payment Amount	Vendor Name	Account Name	Invoice Number
12/4/2018	$300.00	Matthew Makkai	Non-Curriculum Based Vendors	Inv #1
12/4/2018	$221.40	Rainbow Resource Center	Core Curriculum & Textbooks	2565400
12/4/2018	$51.69	Rainbow Resource Center	Core Curriculum & Textbooks	2568710
12/4/2018	$101.81	Rainbow Resource Center	Core Curriculum & Textbooks	2568706
12/4/2018	$51.69	Rainbow Resource Center	Core Curriculum & Textbooks	2568709
12/4/2018	$52.84	Rainbow Resource Center	Core Curriculum & Textbooks	2568717
12/4/2018	$51.69	Rainbow Resource Center	Core Curriculum & Textbooks	2568719
12/4/2018	$51.69	Rainbow Resource Center	Core Curriculum & Textbooks	2568704
12/4/2018	$52.84	Rainbow Resource Center	Core Curriculum & Textbooks	2568714
12/4/2018	$52.84	Rainbow Resource Center	Core Curriculum & Textbooks	2568713
12/4/2018	$60.82	Rainbow Resource Center	Core Curriculum & Textbooks	2568715
12/4/2018	$60.82	Rainbow Resource Center	Core Curriculum & Textbooks	2568707
12/4/2018	$51.69	Rainbow Resource Center	Core Curriculum & Textbooks	2568703
12/4/2018	$51.69	Rainbow Resource Center	Core Curriculum & Textbooks	2568720
12/4/2018	$61.94	Rainbow Resource Center	Core Curriculum & Textbooks	2568700
12/4/2018	$52.84	Rainbow Resource Center	Core Curriculum & Textbooks	2568711
12/4/2018	$51.69	Rainbow Resource Center	Core Curriculum & Textbooks	2568702
12/4/2018	$13.10	Rainbow Resource Center	Core Curriculum & Textbooks	2568718
12/4/2018	$51.69	Rainbow Resource Center	Core Curriculum & Textbooks	2568708
12/4/2018	$151.69	Rainbow Resource Center	Core Curriculum & Textbooks	2528182
12/4/2018	$271.57	Rainbow Resource Center	Core Curriculum & Textbooks	2528217
12/4/2018	$290.56	Rainbow Resource Center	Core Curriculum & Textbooks	2528177
12/4/2018	$2,400.00	Waisman Consulting Inc	Special Education Services	1413
12/6/2018	$171.84	Rainbow Resource Center	Core Curriculum & Textbooks	2528287
12/6/2018	$68.25	Susan Clark	Services & Other Operating Expenditures - Travel and Conference - Meals & Entertainment	CLA111518
12/11/2018	$197.66	Karen Makkai	Services & Other Operating Expenditures - Travel and Conference - Meals & Entertainment	MAK111518
12/11/2018	$289.53	Karen Makkai	Supplemental Curriculum	MAK111518
12/11/2018	$3,979.35	Sprint	Communications - Phone, Internet, Website Fees	593350401-001
12/14/2018	$37.55	Valley Office Equipment	Misc. Operating Expenses	IN1809-1707
12/14/2018	$47.00	Vanessa Contreras	Non-Curriculum Based Vendors	CON120518
12/19/2018	$2,143.17	Blank Rome LLP	Legal Fees	1784219
12/19/2018	$236.52	Rainbow Resource Center	Core Curriculum & Textbooks	2528291
12/19/2018	$304.61	Rainbow Resource Center	Core Curriculum & Textbooks	2550417
12/19/2018	$521.09	Rainbow Resource Center	Core Curriculum & Textbooks	2550422
12/19/2018	$739.44	Rainbow Resource Center	Core Curriculum & Textbooks	2550425
12/19/2018	$109.70	Rainbow Resource Center	Core Curriculum & Textbooks	2550424

Elite Academic Academy - Adult Work Force Investment

12/19/2018	$494.91	Rainbow Resource Center	Core Curriculum & Textbooks	2550423
12/19/2018	$109.70	Rainbow Resource Center	Core Curriculum & Textbooks	2558143
12/19/2018	$109.70	Rainbow Resource Center	Core Curriculum & Textbooks	2560265
12/19/2018	$615.16	School Pathways	Student Information System	52150
12/24/2018	$750.00	Kellie Dolan	Non-Curriculum Based Vendors	6
12/24/2018	$6,944.71	Strongmind, Inc	Marketing	INVFS131
12/24/2018	$5,623.80	Strongmind, Inc	Marketing	INVFS133
12/31/2018	$2,286.03	Bagger Sports	Marketing	3267
12/31/2018	$131.00	Certifix Live Scan	5836 Fingerprinting	33638
12/31/2018	$58.00	Oak Meadow Inc	Core Curriculum & Textbooks	92372
12/31/2018	$1,636.25	Waisman Consulting Inc	Special Education Services	1423
1/9/2019	$300.00	Cody Simms	Board Stipends	001Dec2018
1/11/2019	$78.68	Amberlee Potrero	Core Curriculum & Textbooks	POT121918
1/11/2019	$21.60	Amberlee Potrero	Materials & Supplies	POT121918
1/11/2019	$14.43	Amberlee Potrero	Postage & Delivery	POT121918
1/11/2019	$461.62	Salvador Becerra	Mileage, Parking & Tolls	BEC122018
1/11/2019	$103.67	Valley Office Equipment	Misc. Operating Expenses	IN1811-1870
1/11/2019	$119.22	Valley Office Equipment	Misc. Operating Expenses	IN1812-1533
1/14/2019	$800.00	City of Indio	Facilities Lease	65582
1/14/2019	$42.00	Corporation Service Company	Misc. Operating Expenses	78467837
1/14/2019	$232.25	Rainbow Resource Center	Core Curriculum & Textbooks	2593555
1/23/2019	$780.00	California Charter Schools Association	Dues & Memberships	001AWFI
1/23/2019	$50.00	Priscilla Mondragon	Non-Curriculum Based Vendors	512868514
1/23/2019	$685.27	School Pathways	Student Information System	52445
1/25/2019	$566.60	Evan Jorgensen	Travel & Lodging	JOR010919
1/25/2019	$133.17	Frontier	Communications - Phone, Internet, Website Fees	001Jan2019
1/25/2019	$598.00	School Pathways	Conference Fees	52577
1/25/2019	$146.68	Southern California Edison	Utilities - Gas & Electric	001DepJanAWFI
1/30/2019	$179.96	Chase Card Services	Misc. Operating Expenses	Oct2018cAWF
1/30/2019	$164.30	Chase Card Services	Postage & Delivery	Oct2018cAWF
1/30/2019	$231.84	Chase Card Services	Marketing	Oct2018cAWF
1/30/2019	$382.27	Chase Card Services	Materials & Supplies	Oct2018cAWF
1/30/2019	$66.26	Chase Card Services	Supplemental Curriculum	Oct2018cAWF
1/30/2019	$101.71	Chase Card Services	Core Curriculum & Textbooks	Oct2018cAWF
1/30/2019	$1,672.26	Chase Card Services	Computers & Equipment (Indiv. > 5k)	Oct2018cAWF
1/30/2019	$135.14	Chase Card Services	Professional Development	Oct2018cAWF

Track A Director /Program Growth and Development

Job Description

Position Title:	Track A Director/Program Growth and Development
Reports To:	Chief Academic Officer (or designee)
FLSA Status:	Exempt
School Classification:	Certificated Administration
Pay Range:	$125,000/annual
Work Schedule:	225 days
Location:	Onsite/Remote Office

Position Summary: *To serve under the Governing Board and the Chief Operating Officer as the Track A Director/Program Growth and Development across all schools with responsibility for the development and management of Track A programs and support of growth and development through local partnerships and increase enrollment for Elite Academic Academy Charter Schools.*

Qualifications:

- BA or BS required, advanced degree preferred
- Professional Clear CA Credential (Multiple or Single Subject), Administrative credential preferred
- 3 or more years of teaching experience with progressively increasing levels of responsibility in leadership/mentoring – work experience in a non-education context will also be considered
- Minimum of five years teaching/administrative strongly preferred
- Strong administrative/organizational/time-management skills required with a demonstrated capacity to multitask/prioritize, and work independently with limited direction
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.
- Proof of a clear TB Tine test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years
- Valid California Driver License

ESSENTIAL DUTIES and RESPONSIBILITIES:

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

- Assesses school needs in determining goals and objectives for long and short-range plans for Track A and Growth and Development
- Ensures effective implementation of the instructional program and use of school materials
- Provides leadership to staff on Track A expectations and growth and development in promoting high levels of instructional and customer service standards
- Carries out a program of community outreach and parent support as a means of communicating and strengthening the school program
- Carries on programs to maintain focus on school vision and to promote school morale
- Collaborates with management to facilitate instructional and program improvement
- Supports established administrative organization with clear and consistent reporting and appropriate delegation of authority
- Collaborates with Operations to develop and implement school plans and procedures for the safety, discipline, and conduct of students
- Plans, coordinates, and evaluates the on-site personnel and programs of student support and enrichment services
- Ensures adherence to federal and state laws, reporting requirements, and maintenance of school plans
- Maintains and strengthens established communication between administration, teachers, and classified employees

Other Duties:

- Serve as assigned on committees
- Other duties as assigned
- Travel is required and can be up to 150 miles per day

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Federal and state laws, and reporting requirements
- Contemporary management and instructional techniques
- Curriculum, including highly developed competencies in at least one content area
- Evaluation procedures

Ability to:

- Represent the school with responsible, mature judgement, tact, and decisiveness
- Assist in effecting positive change in staff and programs

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

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

- Office and home office environment.
- Driving a vehicle to conduct work.
- Noise level is generally moderate
- Meetings conducted in public and private settings
- Indoor and outdoor in varying temperature

HAZARDS:
Contact with dissatisfied individuals.

Employee Acknowledgement:

_____ _____ _____

Employee Signature Printed Name Date

Job Title: Instructional Learning Coach
Department: Education
Reports To: Director or Designee
Employee Status: Non-Exempt/Classified Core Employee
Employee Calendar: 241
Pay: $20-$30

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

ESSENTIAL DUTIES:

The learning coach works with the teacher to:

- Plan and implement a program of instruction that adheres to the school's philosophy, goals and objectives.
- Create purposeful and appropriate lesson plans that provide for effective teaching strategies and maximize time on task.
- Plan and implement a program of study designed to meet individual needs of students.
- Create a classroom environment conducive to learning by employing a variety of appropriate teaching strategies.
- Encourage student enthusiasm for the learning process and the development of study habits.
- Provide progress through authentic observations.
- Evaluate students' academic and social growth through multiple measures, maintain appropriate records under the teacher's supervision. Implement Scantron assessment program into learning plans.
- Communicate regularly and effectively with parents, minimally every twenty days.
- Participate and collaborate in meetings to improve student learning (e.g. SST, IEP, curriculum development, individualized learning plan).
- Select and requisition instructional materials; maintain inventory.
- Identify student needs and cooperate with other professional staff members in assessing and helping solve students' health, attitude, and learning challenges.

- Maintain necessary records as assigned by teachers (attendance, compliance) in the student information system (School Pathways).
- Maintain professional competence through professional development educational activities.
- Participate cooperatively with the appropriate administrator in employee evaluation.
- Utilize technology as a means of educating and communicating.
- Operate a computer and standard office equipment.
- Supervise students during out-of-tutoring center activities as necessary (e.g. field trips).
- Participate in faculty committees, the sponsorship of student activities, and program-wide activities.
- Maintain appropriate work habits, including regular and punctual attendance and appropriate use of conference and planning time.
- Strive to communicate the positive aspects of our school program to the public in word and deed.
- Work cooperatively with parents to strengthen the educational program for their children.
- Establish and maintain cooperative relationships with other staff members.
- Communicate effectively both orally and in writing.

OTHER DUTIES:

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

EDUCATION AND EXPERIENCE:

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

LICENSES AND OTHER REQUIREMENTS:

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

WORKING CONDITIONS:

Environment:

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

PHYSICAL DEMANDS:

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

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

HAZARDS:

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

_____
Employee Name

_____ _____
Employee Signature Date

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www.epicrps.com
150 State St. Rochester, NY 14614
585-232-9060

December 19, 2018
Steve Budhraja
Plan Sponsor
Elite Academic Academy
2060-D E. Avenida De Los, Aroboles #504
Thousand Oaks California 91362

Re: Guide to Services and Compensation – ERISA Section 408(b)(2) Notice – *2018*

Dear Steve Budhraja :

As one of your Plan's covered service providers—platform recordkeeper—EPIC is pleased to provide you, the plan fiduciary, with the enclosed Guide to Services and Compensation for 2018 . This Guide will direct you to where to find the information relevant to EPIC's services and fees, a description of any indirect compensation paid to EPIC and the distribution of that compensation, and the expense disclosure relevant to any of the Plan's designated investment alternatives.

The Guide to Services and Compensation is required to be updated annually for the investments in your retirement plan.

EPIC is pleased to continue to provide recordkeeping and administrative services to your company sponsored retirement plan. Please don't hesitate to contact us if we can answer any questions you have.

Thank you for your continued business.

Sincerely,
EPIC Advisors, Inc.

Manny Marques
President

Enclosure

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EPIC Advisors, Inc.

Guide to Services and Compensation
ERISA Section 408(b)(2) Notice

Prepared for the
Elite Academic Academy 403(b)

The following is a guide to important fee information that you should consider in connection with the services to be provided by EPIC Advisors, Inc. d/b/a EPIC Retirement Plan Services (EPIC) to the Elite Academic Academy 403(b).

EPIC is never a fiduciary of the Plan nor is EPIC a registered investment advisor.

Should you have any questions concerning this guide or the information provided to you concerning our services or compensation, please do not hesitate to contact your Client Service Specialist at (585) 232-9060.

The below charts list the fees that could be charged with respect to a plan and describes a cross reference to the document where the amount of the fee that will be charged to your plan can be found. Unless otherwise stated, referenced documents include any amendment or updates to those documents.

Required Information	Location
Description of the services that EPIC will provide to your Plan.	Recordkeeping and Investment Account Services Agreement. Section 1 & 2, and Schedule A-EPIC Services.
Compensation EPIC will receive from your Plan ("direct" compensation) if not paid by the employer(s) sponsoring the plan.	Recordkeeping and Investment Account Services Agreement. Schedule B-EPIC Daily Valuation Fee Schedule.
Compensation EPIC may receive if you terminate this service agreement.	Recordkeeping and Investment Account Services Agreement. Section 13 and Schedule B – EPIC Daily Valuation Fee Schedule (deconversion).
The cost of the Plan recordkeeping services.	Recordkeeping and Investment Account Services Agreement. Schedule B – EPIC Daily Valuation Fee Schedule (recordkeeping fees).
Manner of receipt.	Recordkeeping and Investment Account Services Agreement. Schedule B – EPIC Daily Valuation Fee Schedule.

For detail of investment related information by asset, please refer to the 408(b)(2) Fee Disclosure notice received from The Charles Schwab Trust Company.

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RECORDKEEPING AND INVESTMENT ACCOUNT SERVICES AGREEMENT

THIS AGREEMENT is made effective the 1st day of December, 2018 (the "Effective Date of this Agreement"), between EPIC Advisors, Inc., d/b/a EPIC Retirement Plan Services ("EPIC") and Elite Academic Academy (the "Plan Fiduciary"), with an office at 43414 Business Park Drive, Temecula, California 92590.

WHEREAS, EPIC provides recordkeeping and administration support services for defined contribution retirement plans qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and for certain non-qualified retirement plans having defined contribution features;

WHEREAS, Plan Fiduciary has fiduciary responsibilities with respect to the Elite Academic Academy 403(b) Plan (the "Plan");

WHEREAS, the employer sponsoring the Plan (the "Employer"), fiduciaries of the Plan other than Plan Fiduciary, Plan representatives, and Plan service providers other than EPIC, are all referred to herein as "Plan representatives;"

WHEREAS, Plan Fiduciary or a Plan representative has or will establish one or more accounts with one or more brokerage firms, mutual funds, or other financial institutions for the investment of Plan assets ("Plan Accounts");

WHEREAS, Plan Fiduciary, designated Plan representatives, and/or Plan participants and Plan beneficiaries may direct the investment of amounts credited to Plan participants and Plan beneficiaries under the Plan among mutual funds, exchange traded funds, employer securities, collective funds, group trusts and/or other investment alternatives designated under the Plan ("Investment Alternatives");

WHEREAS, EPIC has entered into certain agreements with third parties ("Trade Facilitation Agreements") providing for certain services in connection with facilitating and clearing the purchase, exchange and redemption of shares or units of various Investment Alternatives ("Trades");

WHEREAS, Plan Fiduciary or a Plan representative has entered, or will enter, into a trustee, custodial, cash agent services, or similar agreement under which Plan assets are available for Plan benefits, participant loans, income tax withholding obligations, and to pay such other amounts for the administration of the Plan (including to cover Trades made on behalf of the Plan);

WHEREAS, Plan Fiduciary wishes to retain EPIC to perform recordkeeping and other ministerial services for the Plan, including services related to facilitating the withdrawal and/or transfer of funds out of or into Plan Accounts; and

WHEREAS, EPIC is willing to provide such services upon the terms and conditions set forth herein.

NOW, THEREFORE, EPIC and Plan Fiduciary (each a "party") agree as follows:

1. SERVICES (GENERAL).

EPIC will provide only the services described or referenced below, unless the parties hereto enter into a written agreement for additional services.

(a) Plan Fiduciary authorizes EPIC to transmit directions for the withdrawal and/or transfer of funds or other property out of or into Plan Accounts, and to transmit directions to the Plan's trustee, custodian

or authorized paying agent for payment of benefits, participant loan proceeds, income tax withholding obligations and such other amounts for administration of the Plan. EPIC shall have no discretionary authority or control with respect to any such directions. All decisions relating to such withdrawals and transfers shall be made by Plan participants, Plan beneficiaries, Plan Fiduciary or Plan representatives, and all such directions transmitted by EPIC will be based solely on instructions received by EPIC from such persons.

(b) EPIC will also perform the services described in Section 2 below and other ministerial services described in Schedule A attached hereto.

2. TRADE FACILITATION SERVICES.

(a) From time to time during the term of this Agreement, Plan Fiduciary, its representative or agent, Plan representatives, and/or Plan participants and Plan beneficiaries, may provide instructions to EPIC (in a manner and format acceptable to EPIC) specifying Trades. EPIC will date and time stamp all such instructions it receives. If a requested Trade cannot be processed for any reason (including, but not limited to, insufficient funds sufficient to cover the cost of a requested Trade, market conditions, market or Investment Alternative restrictions, or a trading halt on Investment Alternative shares or units), EPIC will use its best efforts to: (i) notify Plan Fiduciary that the Trade could not be processed as soon as practicable after EPIC receives notice of same; and (ii) unless directed otherwise by Plan Fiduciary, take steps to ensure the Trade is processed as soon as practicable. EPIC shall not be under any obligation to notify any other person (including any Plan participant or Plan beneficiary) that any requested Trade could not be processed.

(b) EPIC will provide services described in this Section: (i) only with respect to Investment Alternatives for which EPIC has a Trade Facilitation Agreement and can provide adequate administrative facilities; and (ii) in accordance with the terms and conditions of such Trade Facilitation Agreement and generally accepted industry standards. EPIC will notify Plan Fiduciary as soon as practicable after it becomes aware that it will no longer have a Trade Facilitation Agreement, or otherwise cannot provide adequate administrative facilities, for an Investment Alternative available under the Plan.

(c) EPIC shall have no discretionary authority or control with respect to any Trade. All decisions relating to Trades shall be made by Plan Fiduciary, a Plan representative, and/or Plan participants and Plan beneficiaries. All Trade instructions transmitted by EPIC will be based solely on instructions received by EPIC from such persons.

(d) Plan Fiduciary agrees that EPIC shall have no obligation to Plan Fiduciary, the Plan, any Plan representative, any Plan participant or Plan beneficiary, or other person to extend credit to cover a requested Trade. In the event sufficient funds are not available or deposited as required to cover the cost of a requested Trade, Plan Fiduciary will be responsible for any interest, loss, penalties, damages and expenses resulting therefrom and suffered by the Investment Alternative, the Plan, any Plan participant or Plan beneficiary, or other person.

(e) Certain Investment Alternatives may be subject to procedures designed to prevent market timing, late trading, frequent or excessive trading and/or other trading abuses or practices. Plan Fiduciary agrees that EPIC may take all action required or appropriate to comply with such procedures. (For example, EPIC may be prohibited from transmitting instructions for a Trade until the next trading day if it receives instructions for the Trade after a certain time of day, and EPIC may be prohibited from transmitting further instructions for Trades of shares or units of an Investment Alternative in the case of excessive trading of such shares or units.)

3. RELIANCE ON DOCUMENTS, DATA AND INFORMATION.

(a) Plan Fiduciary agrees to furnish, or cause Plan representatives to furnish, EPIC with a copy of the Plan document, trust agreement, any Plan participant loan policy, and other documents governing the Plan, and any current and future amendments or revisions thereto (collectively referred to herein as the "Plan Documents"). Even though EPIC may possess and refer to the Plan Documents in the performance of the services hereunder, its duties, liabilities and responsibilities shall be limited to those specifically stated in this Agreement, and no others shall be implied. Plan Fiduciary also agrees to furnish, or cause Plan representatives to furnish, EPIC with such other documents, data and other information required and requested by EPIC to perform services specified in this Agreement, on a timely basis and in a manner and format acceptable to EPIC. EPIC will act in good faith in performing services based on such documents, data and information, and shall have no responsibility to verify the accuracy thereof.

(b) EPIC shall have no responsibility or liability for any consequences that result from EPIC's inability to perform services due to the failure to timely furnish EPIC with Plan Documents or other documents, data and information required and requested by EPIC to perform the services specified in this Agreement. Any additional time spent or expense incurred by EPIC to make changes or corrections to statements, reports, records, or other written materials, or to provide additional services, due to incorrect or incomplete Plan Documents, or other documents, data or information received from Plan Fiduciary, its representative or agent, or a Plan representative, or due to failure to provide the same in a timely and secure manner, and in a format agreed upon by EPIC, will be billed as an additional fee at the rate shown in Schedule B attached hereto.

(c) If elected by Plan Fiduciary on Schedule A, EPIC is directed to: (i) treat any Plan participant listed with a "terminated" (or equivalent) status code on any electronic payroll file EPIC receives from Plan Fiduciary, its representative or agent, or a Plan representative as no longer employed by the Employer due to the participant's voluntary or involuntary termination (for any reason other than the participant's death); (ii) assume such participant has no other employment relationship which would preclude distribution of his Plan benefits (unless timely notified to the contrary by Plan Fiduciary, its representative or agent, or a Plan representative); and (iii) provide all Plan benefit distribution and other administrative services with respect to such participant which are applicable in the case of a terminated participant, in accordance with this Agreement and EPIC's normal procedures. This authorization and direction will remain in effect until EPIC receives written notice from Plan Fiduciary, its representative or agent, or a Plan representative that it is no longer in effect (or such later date stated in the notice). This authorization and direction does not preclude EPIC from providing applicable benefit distribution and other administrative services with respect to a Plan participant whom Plan Fiduciary, its representative or agent, or a Plan representative has notified EPIC in some other manner is no longer employed by the Employer, provided EPIC has approved the manner of notification.

4. RELATIONSHIP TO PLAN. Plan Fiduciary acknowledges and agrees that EPIC will <u>not</u>:

(i) if the Plan is subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), be the "administrator" of the Plan as defined in Section 3(16) of ERISA;

(ii) if the Plan is subject to ERISA, be a "named fiduciary" as defined in ERISA Section 402(a)(2), or a "fiduciary" as defined in ERISA Section 3(21), the Investment Advisors Act of 1940 or applicable state law;

(iii) have any discretionary responsibility, authority or control with respect to the management of the Plan, the management or disposition of Plan assets, or the administration of the Plan, including, but not limited to the selection of any Investment Alternative;

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(iv) exercise any "investment discretion" (as defined in Section 3(a)(35) of the Securities Exchange Act of 1934, as amended) with respect to the Plan or Plan assets;

(v) render investment advice or investment recommendations to Plan Fiduciary, or any Plan participant, Plan beneficiary or other person, with respect to the Plan or Plan assets, including the suitability of any Investment Alternative or advisability of any Trade;

(vi) provide any legal or tax advice, including advice regarding the deductibility of Plan contributions;

(vii) be responsible for ensuring that the Plan complies with any Code requirement or any requirement to which the Plan is subject under any other law (including, if applicable, ERISA) or be liable to the Plan, Plan Fiduciary, or any Plan participant, Plan beneficiary or other person, if the Plan fails to comply with any such requirement (provided, however, that this clause will not affect EPIC's obligation to perform its duties as set forth under this Agreement);

(viii) hold any Plan assets;

(ix) approve any loans to Plan participants, or hold any promissory notes or other documents related to such loans;

(x) have any duty or authority to enforce the payment of any contribution or other amount or property owed to the Plan;

(xi) be responsible for the adequacy of the trust established as part of the Plan, or be liable for any benefits or other amount or property owed from the trust or Plan;

(xii) be responsible for providing or arranging for any Plan audit required in connection with the filing of the Plan's annual report (IRS Form 5500 series) or otherwise;

(xiii) be responsible for signing or filing any reports or forms with government agencies on behalf of Plan Fiduciary, the Plan administrator, or the Employer;

(xiv) function in any capacity other than that of an independent contractor with regard to the services performed hereunder; or

(xv) have any authority to incur any obligation of any kind on behalf of the Plan, Plan Fiduciary or the Employer.

5. PLAN FIDUCIARY'S REPRESENTATIONS. Plan Fiduciary hereby agrees, acknowledges and represents the following.

(a) The Plan is in compliance with the Code, and all other applicable law (including, if applicable, ERISA).

(b) Entering into this Agreement does not, and during the term of this Agreement will not, conflict with the terms of the Plan as it exists or as it may hereafter be amended.

(c) If the Plan is subject to ERISA, Plan Fiduciary or another person (other than EPIC) is the "administrator" of the Plan (as defined in ERISA Section 3(16)).

(d) If the Plan is subject to ERISA, Plan Fiduciary is responsible for obtaining, or requiring other persons to

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obtain, any bond required by ERISA §412 for persons who are Plan fiduciaries or handle Plan funds or other property.

(e) All instructions and information received by EPIC from Plan Fiduciary, its representative or agent (including Trade instructions) will be authorized by Plan Fiduciary and will not violate or be inconsistent with the terms of the Plan, Code, or other law (including federal and state laws and regulations regarding privacy, and, if applicable, ERISA), and may be relied upon by EPIC.

(f) Plan Fiduciary will at all times, comply with the limitations, restrictions and conditions set forth in its agreements with the Plan and/or Plan representatives, and will perform all obligations pursuant thereto.

(g) A registered investment advisor or other appropriate person will review any prospectus, product description, and sales material applicable to all Investment Alternatives available under the Plan, will exercise investment discretion with respect to the selection of such Investment Alternative, and will be solely responsible for assuring the suitability of such Investment Alternative.

(h) If the Plan is subject to ERISA, Plan Fiduciary is responsible for ensuring that any securities of the Employer held by the Plan are "qualifying employer securities" as defined in ERISA and the amount of such securities held by the Plan does not exceed any applicable ERISA limit.

(i) Plan Fiduciary and Plan representatives will at all times, comply with: (i) any prospectus, product description, and or sales material applicable to each Investment Alternative available under the Plan; (ii) all applicable rules, regulations, customs and uses of any exchange, market, clearinghouse or self-regulatory organization; and (iii) applicable state and federal laws and regulations including, but not limited to, Rule 22c-1(a) under the Investment Company Act of 1940.

(j) Plan Fiduciary will provide EPIC with written verification of the person(s) authorized to provide instructions to EPIC on Plan Fiduciary's behalf or who are otherwise authorized to act on Plan Fiduciary's behalf.

(k) Plan Fiduciary has been advised to consult with an attorney experienced in employee benefit plan matters regarding any questions or concerns that Plan Fiduciary may have relative to the Plan's qualification, coverage of employees, and any legal or tax issues.

(l) Plan Fiduciary or a Plan representative will be responsible for the timely filing of all government reports and forms that EPIC prepares with the appropriate agency. Plan Fiduciary acknowledges that failure to timely file required government reports or forms may result in penalties which will be the sole responsibility of Plan Fiduciary if assessed.

(m) Once provided by EPIC, Plan Fiduciary will timely distribute (or cause to be timely distributed) any notice, statement or other document prepared by EPIC and intended to be furnished to Plan participants and beneficiaries.

(n) Plan Fiduciary acknowledges that the Plan's operation and tax qualification may be affected by the existence of entities that are members of an "affiliated service group" or a "controlled group" (as described in Code Section 414) and plans sponsored by such entities (whether or not such plans are active or terminated and whether or not EPIC provides services for such plans). Plan Fiduciary is responsible for timely providing EPIC with relevant information relating to such entities and plans (including any change in such information), and also for notifying EPIC whenever there is a change in the structure or tax filing status of the Employer (e.g., a change from C corporation to an S corporation or LLC) which may affect EPIC's ability to properly perform services, or the obligations of Plan Fiduciary or

the Employer, under this Agreement.

(o) Plan Fiduciary acknowledges that to test for compliance with certain Code requirements EPIC needs accurate information regarding employees, employee compensation, the Employer, entities in a controlled group or affiliated service group relationship with the Employer, the owners of the Employer and such other entities, and individuals related to such owners. Plan Fiduciary will provide (or cause to be provided) to EPIC any such information requested by EPIC and needed to perform compliance testing services described in Schedule A.

(p) In the event Plan Fiduciary learns of an impending audit or investigation of the Plan by the Internal Revenue Service, the United States Department of Labor, or other federal or state department or agency, it will immediately inform EPIC, and provide EPIC with a copy of any written notification, of the audit or investigation.

(q) If the Plan has been operating prior to the date EPIC commences services under this Agreement then, before EPIC commences services, Plan Fiduciary will furnish EPIC (or cause to be furnished) all data necessary to transition to EPIC's services, including, but not limited to, participant account balances and vested percentages, participant loan data (including delinquency information), and any known Plan errors and compliance failures.

(r) Plan Fiduciary will notify EPIC in writing prior to any sale, acquisition, merger, reorganization or other similar change relating to the Employer.

(s) The services, compensation and fees disclosed in this Agreement (including the attached Schedules) were disclosed to Plan Fiduciary in writing reasonably in advance of the Effective Date of this Agreement, and Plan Fiduciary is solely responsible for ascertaining whether such compensation and fees, now or as they may be changed in accordance with Section 6 below (including any fees charged against Plan participants' or beneficiaries' accounts) are reasonable and, if they are paid with Plan assets, such payment is permitted under the Plan and, if applicable, ERISA.

(t) No instruction to EPIC from Plan Fiduciary, its representative or agent, to disclose Confidential Information (as defined in Section 12) to any person will violate applicable federal or state laws and regulations regarding privacy or violate Plan Fiduciary's agreements with the Plan and/or Plan representatives.

(u) Plan Fiduciary has full power and authority to execute and deliver this Agreement and to bind the Plan and Employer in accordance with the terms of this Agreement, and execution of this Agreement does not violate any obligation of Plan Fiduciary or the Plan.

6. COMPENSATION AND INVESTMENT ALTERNATIVE EXPENSES.

For its services under this Agreement, EPIC will receive the fees set forth in Schedule B attached hereto; provided, however, that EPIC may increase or decrease such fees from time to time by giving Plan Fiduciary at least sixty (60) days advance written notice of such change. Any additional services agreed upon by EPIC and Plan Fiduciary shall be billed at the fee agreed upon by the parties or, if no separate fee is agreed upon, at the hourly rate disclosed in Schedule B. In addition, EPIC will be reimbursed (at cost) for out-of-pocket expenses it incurs to perform services under this Agreement. If this Agreement is terminated in the middle of a period upon which a fee is based, (e.g., a month, calendar quarter or year), then the fee for that period shall be prorated.

All fees and out-of-pocket expenses must be paid within thirty (30) days of the date the invoice therefor is sent to Plan Fiduciary. Except in the case of a bona fide dispute over the amount payable, if full payment is not made within thirty (30) days of the date of the invoice, EPIC shall also be entitled to interest on the unpaid amount at a rate of 1% per month. Any dispute that Plan Fiduciary believes is a bona fide dispute over the amount payable must be identified in writing to EPIC within thirty (30) days of the date of the invoice. Plan Fiduciary authorizes payment from Plan assets of any calculable fees set out in Schedule B which remain unpaid sixty (60) days after the date of the invoice therefor and not subject to a bona fide dispute; provided payment from Plan assets is not prohibited by the Plan Document. EPIC may stop providing services hereunder and immediately terminate this Agreement if any payment which is not the subject of a bona fide dispute is more than one hundred twenty (120) days late. Any fees or charges not paid by the Plan will be paid by the Employer.

Except as may be otherwise specifically provided in this Agreement, fees and out-of-pocket costs payable to EPIC do not include, and are not in lieu of, charges that may be assessed by third parties including, for example, the Internal Revenue Service, Department of Labor, and mutual funds in which Plan assets are invested. (Mutual funds charge their own advisory and other expenses as described in the fund's prospectus.)

Plan Fiduciary understands that EPIC may also receive fees from certain Investment Alternatives (e.g., mutual funds) or their affiliates based on the amount Plan assets invested in the Investment Alternative ("Revenue Sharing Fees"). As instructed by Plan Fiduciary, EPIC will offset its own fees for services provided for the Plan by an amount equal to all or part of Revenue Sharing Fees it actually receives, or pass an amount equal to all or part of such Revenue Sharing Fees it actually receives onto Plan Fiduciary or to the Plan for payment of other Plan expenses or to allocated to Participant accounts as a "special dividend." Plan Fiduciary represents that its receipt, use and disposition of any such amounts it may receive will not constitute a non-exempt "prohibited transaction" under ERISA Section 406 or Code Section 4975 or be prohibited by other law, regulation or otherwise. Plan Fiduciary also understands and agrees that EPIC will not establish any special or separate fund or bank account for holding Revenue Sharing Fees, or segregate any Revenue Sharing Fees it receives from its general assets.

(a) The provisions of this Subsection (a) shall apply if the Plan is subject to ERISA. This Subsection (a) shall be interpreted, and EPIC will make the disclosures required under this Subsection (a), in a manner consistent with 29 CFR Part 2550, requiring certain employee pension benefit plan service providers to disclose information to assist plan fiduciaries in assessing the reasonableness of contracts and arrangements under ERISA Section 408(b)(2) as amended from time to time (the "Service Provider Disclosure Regulations"), and other U.S. Department of Labor guidance relating to the Service Provider Disclosure Regulations. EPIC and Plan Fiduciary agree to amend the provisions of this Subsection (a) to the extent required or appropriate to reflect the Service Provider Disclosure Regulations, amendments thereto and such other guidance.

(i) EPIC represents that Schedule B alone, or as supplemented with other materials provided by EPIC, does:

(A) disclose all direct compensation EPIC reasonably expects it (or any of its affiliates or subcontractors) will receive for services hereunder (including fees related to any Third Party Service or Product, as described in Section 11), and the manner in which it will be received;

(B) disclose all indirect compensation EPIC reasonably expects it (or any of its affiliates or subcontractors) will receive in connection with services hereunder, the services for

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which such compensation will be received, the payer of such compensation, the manner in which it will be received, and the arrangement pursuant to which it is paid;

(C) identify the compensation described in (A) and (B) above for recordkeeping services and, if EPIC reasonably expects compensation for recordkeeping services to be offset or rebated based on other compensation received by EPIC, its affiliates or subcontractors, includes a reasonable good faith estimate of the cost of recordkeeping services, and an explanation of the method and assumptions used for the estimate and the manner in which such compensation will be received;

(D) describe any compensation that will be paid among EPIC, its affiliates and/or subcontractors which is set on a transaction basis or charged directly against the Plan's investment and reflected in the net value of the investment, identifies the services for which such compensation will be paid and the payer and recipient of such compensation, and states whether the payer or recipient is EPIC, an affiliate or subcontractor; and

(E) disclose any compensation that EPIC reasonably expects it (or any of its affiliates or subcontractors) will receive in connection with termination of this Agreement, the manner in which such compensation will be received, and how any prepaid fees or other amounts will be calculated and refunded upon termination.

(ii) EPIC will disclose any change in the information described in Subsection (b)(i) above no later than sixty (60) days from the date EPIC becomes aware of the change unless disclosure of the change is precluded due to extraordinary circumstances beyond EPIC's control, in which case the change will be disclosed as soon as practicable.

(iii) For each Investment Alternative for which EPIC provides recordkeeping or Trade services and which is available under the Plan as of the Effective Date of this Agreement, EPIC has provided Plan Fiduciary with:

(A) a description of any compensation that will be charged directly against the Investment Alternative (such as commissions, sales loads, sales charges, deferred sales charges, redemption fees, surrender charges, exchange fees, account fees, and purchase fees) and not included in the annual operating expenses of the Investment Alternative; and

(B) if the Investment Alternative return is not fixed, the total annual operating expenses expressed as a percentage and calculated in accordance with 29 CFR § 2550.404a-5(h)(5); and

(C) any other information or data about the designated investment alternative that is within the control of, or reasonably available to, the EPIC and is required for the Plan administrator to comply with the participant level disclosure obligations under 29 CFR §2550.404a-5(d)(1).

For any Investment Alternative made available under the Plan after the Effective Date of this Agreement and for which EPIC provides recordkeeping or Trade services, EPIC will disclose the Investment Alternative information described in this Subsection (b)(iii) as soon as practicable, but not later than the date the Investment Alternative is designated by the responsible Plan fiduciary. EPIC will disclose any change in the information described in this Subsection (b)(iii) at least annually

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EPIC may disclose information described in this Subsection (b)(iii) by providing disclosure materials of the Investment Alternative issuer which include such information (or by providing information replicated from such materials), provided that: (i) the issuer is not EPIC's affiliate; (ii) the issuer is a registered investment company, an insurance company qualified to do business in any state, an issuer of a publicly traded security, or a financial institution supervised by a state or federal agency; and (iii) EPIC acts in good faith and does not know that the materials are incomplete or inaccurate. EPIC makes no representations as to the completeness or accuracy of any Investment Alternative issuer's materials (or information replicated from such materials).

For purposes of this Section, "Investment Alternative" does not include, and EPIC will not provide Trade services for, brokerage windows, self-directed brokerage accounts or similar arrangements.

(iv) Within thirty (30) days of receipt of a written request by Plan Fiduciary or the Plan administrator, EPIC will furnish any other information relating to the compensation received in connection with this Agreement which is required for the Plan to comply with the reporting and disclosure requirements of ERISA, unless such disclosure is precluded due to extraordinary circumstances beyond EPIC's control, in which case the information will be disclosed as soon as practicable.

7. COMMUNICATIONS AND INSTRUCTIONS.

(a) Communications sent by U.S. mail to Plan Fiduciary shall be sent to the address above. Communications sent by U.S. mail to EPIC shall be sent to:

150 State Street. Suite 200
Rochester, NY 14614
Attn: Office of the President

Communications to either party may also be sent through such other means (including email, telephone, facsimile, telephone response system, or electronic data transmission) as that party shall specify.

EPIC may rely upon any instrument, notice or other communication purporting to have been signed or transmitted by the proper person and which EPIC believes to be genuine. If at any time EPIC is in doubt concerning the course it should follow, it may request Plan Fiduciary to advise it, may withhold any action or omission until receiving such advice or instructions, and may rely upon any such advice or instructions.

(b) Each party agrees to bear its own transmission costs and to be responsible for its own acts and omissions relating to transmitting, receiving, storing, securing and handling communications, data and documents. Each party, at its own expense, agrees to provide and maintain the equipment, software, services and testing necessary to effectively and reliably send and receive electronic communications, data and documents.

8. LIABILITY.

(a) Notwithstanding any other provision of this Agreement, EPIC will not be liable for any losses, unrealized gains, liabilities, taxes, penalties, fees, fines, charges, expenses or damages of any kind (all collectively referred to herein as "damages") caused by EPIC's action or failure to act in connection with its

obligations under this Agreement which exceed total fees paid to EPIC for services provided during the twelve (12) consecutive month period preceding such action or failure. Furthermore, EPIC will not be liable for any special, incidental, indirect, consequential or punitive damages, including without limitation any damages claimed as a result of loss of profits or revenue.

(b) Without limiting the foregoing, in no event will EPIC be liable in any amount to Plan Fiduciary, the Plan, Plan participants, Plan beneficiaries or any other person for any damages resulting from: (i) the acts or omissions of any prior, future or other current service provider; (ii) any breach of this Agreement by Plan Fiduciary; (iii) the performance or non-performance of services by, or the actions, inactions or decisions of, Plan Fiduciary or a Plan representative; (iv) any act or omission undertaken by EPIC that is consistent with generally accepted industry standards, or is undertaken in good faith and not found to constitute gross negligence or willful misconduct; (v) any act or omission undertaken by EPIC in compliance with instructions from Plan Fiduciary, its representative or agent, or a Plan representative; (vi) errors or delay caused by events beyond EPIC's control, such as war, government or market restrictions or rulings, natural disasters, strikes, storms, interruptions of power, communications, data communications or data processing services, extreme market volatility or trading volumes, other disruptions in orderly trading on any exchange or market, and the like; (vii) incorrect or incomplete Plan Documents or other documents, data or information provided to EPIC by Plan Fiduciary, its representative or agent, or a Plan representative; or (viii) any act undertaken by EPIC that is consistent with an instruction for a requested Trade.

(c) EPIC will maintain customary professional liability insurance coverage with a reputable and creditworthy insurance company with liability coverage commensurate with the risks of doing business under this Agreement.

9. INDEMNIFICATION. Plan Fiduciary hereby agrees to indemnify, defend and hold harmless EPIC, its affiliates, subsidiaries, directors, officers, managers, representatives, employees, subcontractors and agents ("indemnities") from and against any and all claims, demands, suits, actions, damages, losses, liabilities, taxes, penalties, fees, fines, charges, and expenses, including reasonable investigation expenses, attorneys' fees and legal costs (collectively referred to herein as "liability") incurred by, imposed upon or assessed against an indemnitee and arising from this Agreement, except any liability resulting from EPIC's own gross negligence, willful misconduct or breach of this Agreement. This indemnification shall apply, but is not limited, to any liability arising from:

(a) any breach by Plan Fiduciary of any representation, warranty, or other obligation set forth in this Agreement;

(b) the performance or non-performance of services by, or the actions, inactions and decisions of, Plan Fiduciary or a Plan representative;

(c) reliance upon Plan Documents or other documents, data or information provided to EPIC by Plan Fiduciary, its representative or agent, or a Plan representative;

(d) any action taken or omitted in compliance with instructions from Plan Fiduciary, its representative or agent, or a Plan representative;

(e) incorrect or incomplete Plan Documents or other documents, data or information provided to EPIC by Plan Fiduciary, its representative or agent, or a Plan representative;

(f) any failure by Plan Fiduciary or a Plan representative to deposit funds sufficient to cover the cost of a requested Trade;

(g) any error or omission by Plan Fiduciary or a Plan representative relating to a requested Trade;

(h) any dispute between Plan Fiduciary and a Plan participant, Plan beneficiary or Plan representative, including but not limited to a dispute concerning the advisability of any Trade, the suitability of any Investment Alternative as a Plan investment, the liquidity of any Investment Alternative, or the performance or non-performance of any Investment Alternative;

(i) following an instruction of Plan Fiduciary, its representative or agent before EPIC has received written notice that Plan Fiduciary is not authorized to issue such instruction; or

(j) assuming the Plan and trust established as part of the Plan satisfy any applicable requirements of the Code, ERISA and other laws, unless EPIC is advised to the contrary in writing by Plan Fiduciary, a Plan representative, or a governmental agency.

Plan Fiduciary's indemnification obligation under this Section shall survive the termination of this Agreement.

10. ERRORS.

(a) Plan Fiduciary shall promptly and adequately review statements, reports, records and other written materials by EPIC. EPIC will correct all material errors shown in such statements, reports, records and materials within three (3) business days of its receipt of notice of the error from Plan Fiduciary and will correct all non-material errors shown in such statements, reports, records and materials within five (5) business days of its receipt of such notice.

(b) Notwithstanding the foregoing or any other provision of this Agreement, in no event will EPIC be liable for any Plan benefit overpayment, erroneous distribution, or other error:

(i) resulting from a valuation source or service reasonably relied upon by EPIC;

(i) resulting from inaccurate or incomplete Investment Alternative value information, inaccurate or incomplete Plan asset information, or other inaccurate or incomplete data or information, provided by Plan Fiduciary, its representative or agent, or a Plan representative;

(ii) resulting from the failure of Plan Fiduciary or a Plan representative to promptly and adequately review any report provided by EPIC and promptly object to any information that cannot be reconciled with Plan Fiduciary's or a Plan representative's records;

(iii) appearing in a statement, report or record: (i) provided by EPIC to Plan Fiduciary; (ii) relating to data or information provided to EPIC by Plan Fiduciary, its representative or agent, or a Plan representative; and (iii) to which Plan Fiduciary fails to object within five (5) business days following Plan Fiduciary's receipt of the statement, report or record; or

(iv) which Plan Fiduciary or a Plan representative fails to promptly report to EPIC after the discovery.

The cost of re-performing services due inaccurate or incomplete Investment Alternative value information, inaccurate or incomplete Plan asset information, or other inaccurate or incomplete data or information, provided by Plan Fiduciary, its representative or agent, or a Plan representative (including the cost of correcting statements, reports, records, and other written information) will be billed as an additional fee as disclosed in Schedule B.

11. THIRD PARTY SERVICES AND PRODUCTS. In addition to the services provided directly by EPIC, from time to time Plan Fiduciary may wish to avail itself of, or make available to, the Employer, Plan representatives, or Plan participants and beneficiaries the services or products of other service providers ("Third Party Providers"), including services which: provide Plan enrollment forms and/or assistance; provide or allow access to Plan related notices and information (such as Investment Alternative information, data, performance, prospectuses, or investment educational information or guidance); or enable Plan participants and/ or Plan beneficiaries to effect individual retirement planning (collectively referred to herein as "Third Party Services or Products"). Third Party Services or Products may be provided or accessed through a link from EPIC's web site, directly from the Third Party Provider's website, or through other means. Furthermore, some Third Party Services or Products may require EPIC to transmit Plan or Plan participant financial information to the Third Party Provider through EPIC's web site or through other means. With respect to such Third Party Services or Products, EPIC acknowledges and Plan Fiduciary agrees as follows:

(a) EPIC shall have a non-exclusive, non-transferable right from a Third Party Provider to offer or allow access to each Third Party Service or Product. EPIC DOES NOT CONTROL THIRD PARTY SERVICES OR PRODUCTS AND DOES NOT GUARANTEE THEIR ACCURACY, INTEGRITY, COMPLETENESS OR TIMELINESS. EACH THIRD PARTY SERVICE OR PRODUCT IS MADE AVAILABLE "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: ABSENCE OF VIRUSES AND DAMAGING OR DISABLING CODE; IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; ACCURACY OF INFORMATIONAL CONTENT; ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE; AND ANY WARRANTIES OR REPRESENTATIONS THAT ANY THIRD PARTY SERVICE OR PRODUCT, OR ACCESS TO ANY PORTION THEREOF, WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN IT WILL BE CORRECTABLE OR CORRECTED. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH THE PLAN, PLAN FIDUCIARY, EMPLOYER OR OTHER PLAN REPRESENTATIVE, AND/OR PLAN PARTICIPANTS AND BENEFICIARIES. IN NO EVENT WILL EPIC BE RESPONSIBLE FOR ANY DAMAGES, LOSSES, LIABILITIES, TAXES, PENALTIES, FEES, FINES, CHARGES, AND EXPENSES OF ANY KIND SUFFERED BY THE PLAN, PLAN FIDUCIARY, EMPLOYER OR OTHER PLAN REPRESENTATIVE, PLAN PARTICIPANTS AND BENEFICIARIES, OR OTHER PERSON ARISING FROM THE USE OF ANY THIRD PARTY SERVICE OR PRODUCT.

(b) In addition to Plan Fiduciary's indemnification elsewhere in this Agreement, Plan Fiduciary will, at its expense, indemnify, defend and hold harmless EPIC, its affiliates, subsidiaries, directors, officers, managers, representatives, employees, subcontractors and agents, from and against any and all claims, demands, suits, actions, damages, losses, liabilities, taxes, penalties, fees, fines, charges, and expenses, including reasonable investigation expenses, attorneys' fees and legal costs, arising from or relating to use of Third Party Services or Products, except as the same relates to a claim that EPIC is not authorized to offer or allow access to a Third Party Service or Product. Plan Fiduciary's indemnification obligation under this Section shall survive the termination of this Agreement.

(c) This Section 11 applies, but is not limited, to: (i) DST Retirement Solutions, LLC services providing Plan enrollment forms and assistance; (ii) DST Retirement Solutions, LLC services allowing access to Investment Alternative prospectuses, performance information and other Investment Alternative data; (iii) DST Retirement Solutions, LLC services allowing incorporation of any such Investment Alternative information in Plan handbooks or other Plan communications; (iv) interactive video Plan participant enrollment and investment education services provided by VWISE, Inc; (v) the MasteryPOINT Guidance Plus® software product, which allows Plan participants to effect individual retirement planning; (vi) eMoney Advisor, LLC; and (vii) any other Third Party Service or Product that Plan Fiduciary accepts.

(d) Nothing in this Agreement shall: (i) require Plan Fiduciary to accept any Third Party Service or Product; or (ii) obligate EPIC to make, or continue to make, a Third Party Service or Product available. Such

obligation of EPIC, if any, will be set forth in a separate written agreement between EPIC and Plan Fiduciary.

12. PROPRIETARY AND CONFIDENTIAL INFORMATION.

(a) In the course of providing services for the Plan, EPIC may receive or have access to personally identifiable financial information, as defined by Title V of the Gramm-Leach-Bliley Act ("Confidential Information"). To protect the privacy of Confidential Information, EPIC agrees that:

(i) EPIC will safeguard and maintain the confidentiality of Confidential Information and not directly or indirectly disclose Confidential Information to any other person or entity in violation of applicable federal and state laws and regulations regarding privacy.

(ii) EPIC will limit access to Confidential Information to EPIC's employees who have a need to know to carry out the purposes for which the information was disclosed, except as may otherwise be provided herein, required by law or court order, or directed by Plan Fiduciary; and

(iii) EPIC will use Confidential Information solely to carry out the purposes for which the Confidential Information was disclosed to it and for no other purpose.

Plan Fiduciary acknowledges that, to provide services for the Plan, EPIC may disclose Plan, participant and/or beneficiary information (which may be Confidential Information) to Third Party Providers (as described in Section 11 above) or to EPIC affiliates, subcontractors, agents or other persons retained by EPIC (including, but not limited to, participant and beneficiary names, social security numbers, addresses, account balances, chosen investment alternatives, and employment termination dates). Plan Fiduciary or the Employer may also request EPIC to provide such information to other persons retained by Plan Fiduciary or the Employer. Plan Fiduciary hereby authorizes EPIC to disclose such information to all such persons; provided, however any EPIC affiliate, subcontractor or agent who receives or has access to Confidential Information will agree in writing to be bound by the same confidentiality and non-disclosure obligations that apply to EPIC under this Agreement. Furthermore, for purposes of Rule 14(b)-1 and Rule 14(b)-2 of the Securities Exchange Act of 1934, as amended from time to time, Plan Fiduciary authorizes EPIC to provide the name, address and share position of the Plan with respect to any class of securities registered under the Investment Company Act of 1940 when requested by such SEC registrant for purposes of shareholder meetings. Plan Fiduciary also agrees that general Plan information that is not Confidential Information may be used by EPIC in response to requests for proposals and other publications and presentations.

(b) In the course of providing services for the Plan, both parties may have access to certain information of the other party, including, without limitation, trade secrets, commercial and competitively sensitive information related to business methods or practices, proprietary software, web sites, and other information marked as confidential or proprietary ("Proprietary Information"). However, Proprietary Information does not include information: (i) in the public domain through no action of the non-disclosing party; (ii) acquired by the party from a person other than the other party or its agents without any obligation of confidentiality; or (iii) known by or independently developed by the party prior to the Effective Date of this Agreement as demonstrated by written evidence. Neither party will use, copy, modify, encrypt, encode or disclose the other party's Proprietary Information, or remove or alter any intellectual property rights notices on or associated with the other party's Proprietary Information. Furthermore, each party agrees that it: (i) will hold the other party's Proprietary Information in strictest confidence using it solely for the purpose of performing such services and will not disclose any Proprietary Information to anyone except as may be required to perform such services; and (ii) will

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return the other party's Proprietary Information when it is no longer required for the purpose of performing such services or destroy such Proprietary Information if so instructed by the other party.

In the event that either party makes an unauthorized disclosure or use of the other party's Proprietary Information, or receives notice that it will be required to make a legally required disclosure of the other party's Proprietary Information, that party shall immediately notify the other party of the disclosure. Each party acknowledges that failure to comply with this Subsection (b) may cause irreparable harm to the other party and agrees that any court having jurisdiction may enter an order for equitable relief, including an injunction or an order for specific performance in the event of actual or threatened breach of any of provisions of this Section.

Each party's obligations under this Section 12 shall survive the termination of this Agreement.

13. **TERMINATION.** Either party may terminate this Agreement by giving the other party at least sixty (60) days advance written notice of termination; provided, however: (i) EPIC may give Plan Fiduciary written notice of immediate termination if it determines that it cannot perform services consistent with the Plan's provisions, or that the Plan's provisions do not comply with ERISA, the Code or other applicable laws or regulations, and (ii) this Agreement will immediately terminate upon the distribution of all assets from the Plan. After termination of this Agreement, EPIC shall have no responsibility for providing any services with respect to the Plan, provided, however, if all fees owed to EPIC hereunder are paid in full, EPIC will, at Plan Fiduciary's request, transfer data in standard electronic data format to a successor service provider designated by Plan Fiduciary and cooperate reasonably with such service provider in order to facilitate the conversion of the Plan to such service provider, including providing detailed record layouts and conversion tapes (such services referred to herein as "deconversion services"). For deconversion services, EPIC shall be paid the deconversion fee shown in Schedule B. Plan Fiduciary agrees that: (i) that EPIC may decline to transfer Plan data to a successor service provider or provide deconversion services until it has received all fees owed to it hereunder; and (ii) transfer of any data to a successor service provider prior to payment of all such fees shall not operate as a waiver of EPIC's right to such fees.

14. **ENTIRE AGREEMENT.** This instrument, including Schedules, contains the entire agreement between the parties. There are no terms or conditions that have not been included. This Agreement may be modified only by written amendment signed by both parties hereto. If any provision of this Agreement is declared invalid, illegal, or unenforceable in a jurisdiction, the parties will, if possible, agree on a legal, valid, and enforceable substitute provision which is as similar to the deleted provision as possible. If the parties do not agree on such substitute provision, this Agreement will be construed and enforced in that jurisdiction as if the invalid, illegal or unenforceable provision had never comprised a part of this Agreement (without affecting the rest of this Agreement and without affecting the entire Agreement's validity in other jurisdictions), and the invalid, illegal or unenforceable provision shall not be deemed to affect any of the other provisions of this Agreement, which shall remain in full force and effect.

15. **SUCCESSORS AND ASSIGNS.** Neither party to this Agreement may assign or subcontract its rights and obligations hereunder without the other party's consent. Notwithstanding the forgoing, this Agreement will be binding upon, and inure to the benefit of, any company, corporation, or other entity succeeding to the interest of either party by reason of any sale, consolidation, merger, or reorganization involving that party, or to which all or substantially all of that party's business is transferred, and such entity will be that party's successor hereunder without the execution or filing of any instrument or the performance of any further act. Furthermore, EPIC may perform any of the services described in this Agreement through its affiliates, agents, vendors, suppliers and/or subcontractors. Such performance by such affiliate, agent, vendor, supplier or subcontractor will not constitute an assignment of any of EPIC's rights or relieve EPIC of its obligations hereunder. In no event will EPIC's vendors, subcontractors or third-party suppliers have any liability to Plan Fiduciary or the Plan under or in connection with this Agreement or the services rendered hereunder

16. **RIGHTS AND REMEDIES.** No right or remedy conferred upon any person under this Agreement is intended to be exclusive of any other right or remedy, and each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity. Neither the failure nor delay on the part of any party in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of any right or remedy. Any modification, waiver or consent must be in writing and effective only for the period, on the conditions and for the specific instance and purposes, specified in such writing. Nothing express or implied in this Agreement shall confer upon any Person or entity other than the parties (and their respective successors or approved assigns) any rights, remedies, obligations or liabilities whatsoever. Notwithstanding the foregoing, this Section will not prevent an indemnitee (as defined in Section 9 above) from enforcing its indemnification rights under this Agreement.

17. **NO THIRD PARTY BENEFICIARIES.** The parties agree that the sole responsibility of EPIC under this Agreement is to Plan Fiduciary and that no part of this Agreement, the performance of the services provided herein, or the relationship between Plan Fiduciary and EPIC shall create any rights in any third parties. Third parties shall include, but are not limited to, the Plan, Plan representatives and Plan participants and beneficiaries. Notwithstanding the foregoing, this Section will not prevent any person from enforcing his indemnification rights under Section 9 or Section 11 of this Agreement.

18. **HEADINGS.** Headings herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. In interpreting this Agreement, the masculine gender shall include the feminine and neuter, the feminine shall include the masculine and neuter, the neuter shall include the masculine and feminine, the plural shall include the singular, and the singular shall include the plural, whenever the context so requires.

19. **GOVERNING LAW.** This Agreement shall be construed according to the laws of the State of New York, without reference to conflict of law provisions of the State of New York or the substantive laws of any other jurisdiction. The venue for any legal proceeding arising out of or relating to this Agreement, or the breach thereof or any other act, omission, transaction or thing that pertains to the relationship between EPIC and Plan Fiduciary, regardless of whether it arose before, during, or after the Effective Date of this Agreement, shall be in either the state courts sitting in Monroe County in New York State or the United States District Court for the Western District of New York. Each party hereby waives any claim that such court does not have personal jurisdiction over it or is an inconvenient forum and, to the extent permitted by law, waives all rights to a jury trial of any such proceeding.

20. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts (it being understood that all parties need not sign the same counterpart), each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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IN WITNESS WHEREOF, EPIC and Plan Fiduciary have executed this Agreement as of the Effective Date of this Agreement.

EPIC RETIREMENT PLAN SERVICES

By: Manny Marques

Name: Manny Marques

Title: President

Date: 01/21/2019

PLAN FIDUCIARY

By: Meghan Freeman

Name: Meghan Freeman

Title: Chief Academic Officer

Date: 01/21/2019

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Schedule A
EPIC Services

A. Participant Account Services

Recordkeeping Services.

EPIC is never a fiduciary on the Plan nor is EPIC a Registered Investment Advisor. EPIC's core recordkeeping services include connecting its Recordkeeping system to the trade platform as directed by the Plan Fiduciary in order to facilitate the related trading of the Plan's investments as directed by the Plan's Fiduciary or participants. EPIC is a registered transfer agent regulated by the SEC and subject to periodic audits by the SEC. EPIC will act as agent for the Plan Sponsor in performing the following recordkeeping services for the Plan in accordance with the terms and conditions of the attached Agreement and the Plan documents:

- setup the Plan on the recordkeeping system and establish and maintain an account for each Plan participant, showing his/her address, social security number, and other relevant information pertaining to the participant

- facilitate trades per instructions and transmit directions to the Plan's trustee, custodian or authorized paying agent for the withdrawal and/or transfer of funds or other property out of or into Plan accounts for the payment of benefits, loan proceeds, income tax withholding obligations and other amounts for the administration of the Plan

- as of the end of each valuation period, adjust each participant's account, for the contributions made by, or on behalf of, the participant, any amounts forfeited by other participants, and any distributions, loans, loan repayments, income, gains, losses and expenses attributable to the participant's account

- as of the end of each valuation period, provide the Plan Sponsor with a summary of participants' allocated contributions, forfeitures, distributions, loans, loan repayments, income, gains, losses and expenses, and total and vested account balances (vested account balances will be based on the participant's vested percentage as of the end of the most recently ended Plan Year)

- as of the end of each valuation period, provide the Plan Sponsor with an individual account statement for each participant showing the participant's allocated contributions, forfeitures, distributions, loans, loan repayments, income, gains, losses and expenses, and total and vested account balances (vested account balances will be based on the participant's vested percentage as of the end of the most recently ended Plan Year)

- upon the request of the Plan Sponsor, compute the vested percentage of a participant's account during a Plan Year

- determine benefit distribution amounts and due dates

- coordinate with the Plan's paying agent payment of benefits pursuant to court orders that have been approved and determined by the Plan Sponsor to be "qualified domestic relations orders" as defined in Section 414 of the Code and Section 206 of ERISA

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- provide administration of any loans that are available under the Plan to its participants, including providing the Plan Sponsor with an amortization schedule for each participant loan and tracking participant loan balances and payments.

- coordinate with the Plan's paying agent direct rollovers of benefits to other qualified plans or individual retirement accounts.

- provide the Plan Sponsor with administrative forms and other participant and plan notices and forms if using EPIC's prototype plan document services (provided that the Plan Sponsor's legal counsel shall be responsible for ensuring that such forms and notices comply with applicable requirements under the Code and ERISA)

- coordinate with the Plan's paying agent income tax withholding from benefit payments, and the reporting of amounts withheld

- provide online distributions

- provide benefit distribution and administrative services with respect to participants listed with a "terminated" (or equivalent) status code on electronic payroll files, as provided in Subsection 3(c) of this Agreement.

- coordinate with the Plan's paying agent IRS Forms 1099-R and 945, as required under IRS regulations

- provide the Plan Sponsor with the Web-enabled Plan Sponsor Access to plan and participant account information. EPIC will assign a User Name and Password to release access to the Plan Sponsor Web Access. Plan Sponsor has the responsibility of securing the confidential nature of the access codes and authorizing the appropriate access use within Plan Sponsor's organization.

B. Third Party Administrative (TPA) Services

Compliance Services.

EPIC offers comprehensive DOL and IRS compliance-related assistance on behalf of the Plan including testing and regulatory notice services based on the information provided by the Plan Fiduciary. EPIC relies on this information and data provided as complete and accurate. Standard services include:

- perform an annual non-discrimination test pursuant to Section 410 of the Code

- perform annual non-discrimination tests pursuant to Sections 401(k) and 401(m) of the Code, and compute the amount of any distributions required to correct excess contributions

- test annually for compliance with the limitation on maximum annual additions under Section 415 of the Code

- test annually for top-heavy status under Section 416 of the Code

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- prepare the Plan's Annual Report (DOL Form 5500)

- prepare the Plan's Annual Registration Statement Identifying Separate Participants with Deferred Vested Benefits (IRS Form 8955-SSA)

- provide prototype Plan Document Services based upon the information provided by the Plan Sponsor, as well as administrative forms and other participant and plan notices and forms.
    - If Plan has elected to use an outside provider for plan document services, EPIC will, upon request and pursuant to the fees set forth in Schedule B, provide the Plan Sponsor with administrative forms and other participant and plan notices and forms. The Plan Sponsor's legal counsel shall be responsible for ensuring that such forms and notices comply with applicable requirements under the Code and ERISA.

Other regulatory tests in addition to the above such as coverage and participation tests can be completed upon specific written direction of the Plan Fiduciary as agreed upon by the Plan Fiduciary and EPIC Advisors, Inc. at our standard hourly consulting rate.

Other services in addition to the above can be added upon specific written direction of the Plan Fiduciary as agreed upon by the Plan Fiduciary and EPIC Advisors, Inc.

Schedule B
EPIC Daily Valuation Fee Schedule

Fees are based on the actual services utilized. Some of the Fees listed may not currently apply to your plan, but may apply in the future.

Fees are billed to the plan sponsor; however, it may be permissible for some or all fees to be deducted from Plan participant and beneficiary accounts - either on a pro rata basis (i.e., in proportion to account balances) or, for some fees, directly from the individual account of the participant or beneficiary for whom the fee was incurred. It is your responsibility to determine if it is permissible for a fee to be deducted from participant and beneficiary account balances. (In this regard, both the Plan document and SPD should be reviewed carefully for when and how administrative transaction fees may be deducted from participant and beneficiary accounts.) EPIC will apply fees as directed by the Plan Fiduciary.

A. Initial Plan Set-up or Conversion Fee	Waived	One-time fee
B. Recordkeeping Services Fees[1]		
Annual Base Fee	$1,000.00	
Annual Per Participant (standard statement)	$ 30.00	Per participant with a balance
Annual Asset Based Fee	10.00 basis points (0.10 %)	Applied to the total market value of all plan assets
C. Third Party Administrative (TPA) Services Fees		
Annual Base Fee – Compliance Testing & Regulatory Reporting	$1,000.00	
Form 5500 Preparation	Waived	< 100 employees
	$750.00	100 or more employees
Plan Document Services		
Initial Document Creation or Mapping	Waived	
Future Document Restatements	$950.00	
Voluntary Plan Amendments	$200.00	
D. Minimum Quarterly Fee	$0.00	

If the Recordkeeping Base, the Third Party Administration Base, the Asset Based Fee, and the Recordkeeping Per Participant fees do not meet the Minimum Quarterly Fee, the Plan Sponsor will be invoiced for the difference.

E. Services From Other Providers

In addition to EPIC's fees detailed above, as directed by the Plan Fiduciary, EPIC may include in its invoicing fees charged by other services providers to the Plan, including but not limited to a trustee, custodian, authorized paying agent, investment advisor, investment manager, etc. The Plan Fiduciary should obtain the relevant service fee disclosures and schedules from each of these service providers.

F. Plan Expense Reimbursement

The fees in this Schedule reflect EPIC's normal charges. Certain investment options (e.g., mutual funds) or their affiliates distribute to EPIC 12b-1 fees and other fees based on the amount of the Plan's assets invested in the investment option ("Revenue Sharing Fees"). EPIC collects these Revenue Sharing Fees, but 100% of any such Revenue Sharing Fees it receives may be used to off-set the fees EPIC would otherwise charge for its Plan services or may be used otherwise, as directed by the Plan Fiduciary. Revenue Sharing Fees received by EPIC and any applicable fee offsets will be detailed on the Plan's invoices. Note that the trading platform, custodian and/or other service providers hired by the Plan may keep a percentage of Revenue Sharing Fees for their services.

[1] For start-up or conversion plans that convert on a date other than the beginning of a new calendar quarter, the asset base fee will be prorated from the date of conversion to the end of the quarter and the base fee and per participant fee will be billed on a full quarter basis. For plans that convert during the fourth quarter of their plan year, the hourly consulting rate will be charged for compliance testing services for the conversion year.

Schedule B
EPIC Daily Valuation Fee Schedule

G. Distribution and Loan Fees

Distributions[2] (i.e., Lump-sum, Hardship, etc.)	$40.00	Per event
Periodic Payments and Deemed Distributions	$4.00	Per event
Participant Loans	$150	One-time application fee

H. Optional Services Fees

Participant Super Statement	$4.00	Per participant with a balance
Plan Specific Enrollment Booklets	$6.00	Per book plus shipping & handling (25 minimum)
Online forms and SPD (for non-EPIC document users)	$150	One-time setup; $150.00 per hour ongoing
MasteryPOINT AdvicePlus	$4.00	Per participant account with a balance
Participant GAP Statements	$2.25	Per statement plus shipping & handling ($275 minimum order)
Statement Inserts	$250	Per document setup plus $0.10 per insert
De-conversion Fee	$1,500	Per plan (Includes a test and a live set of files. Services required beyond this will be billed at special services rate.)
Platform ineligible assets and manually traded assets (i.e., mutual funds, pooled funds, GICs, managed accounts, etc.)	$500	Annually per asset
Employer Stock Processing	$1,800	Annually
Leveraged Stock Processing	$750	Annually
Dividend Pass-Through Processing	$1,200	Annually
Payrolls > than 52 annually	$50.00	Each starting at 53rd payroll
Participant In-Plan Roth Conversion Transaction	$150	Per hour
Participant Disclosure/Notice Printing and Mailing	$3.50	Per participant per mailing
Participant Statement Postage	Cost	Plus 15%

Programming, consulting, special services $225 per hour

- Manual payrolls and data entry (all standard fees assume electronic data submission, including census data)
- Corrections due to Plan Fiduciary payroll data errors and omissions
- Accounting adjustments (e.g., backing in payrolls, dividends to prior reporting period, etc.)
- Compliance testing services for plans which convert during the fourth quarter of their plan year
- Plan Fiduciary requested annual compliance testing beyond standard tests identified in Schedule A
- Compliance analysis & corrective measures required beyond the initial test results
- Calculation of profit sharing contributions, matching contributions, forfeitures, social security integrated formula allocations, and minimum distributions
- Calculation of top-heavy contributions for all top-heavy plans
- Calculation of new comparability, age weighted and uniform point allocations

[2] Each payee is treated as an individual distribution.

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Schedule B
EPIC Daily Valuation Fee Schedule

- Plan Fiduciary requested projections and plan design proposals/consulting, approved in advance
- Qualified Domestic Relations Order (QDRO) distribution processing. Please note that the determination of the qualified status of a Domestic Relations Order is the responsibility of the Plan Administrator. EPIC will not qualify the Domestic Relations Order.
- Plan fund substitutions or changes more frequently than once annually
- Portfolio rebalancing more frequently than annually
- Plan Fiduciary requested special reporting, programming, or research, approved in advance
- De-conversion needs beyond file delivery, including, but not limited to file layouts other than EPIC's standard, multiple test information requests, multiple file delivery schedules, etc.
- Plan Fiduciary requested plan level statement reruns and corrections of client errors
- Plan Fiduciary requested plan level recordkeeping system setup for In-Plan Roth Conversion feature (plan amendment fee may also apply)
- Plan forms or notices prepared and delivered when not using recordkeeper's prototype plan document services
- Participant fee disclosure notice produced more frequently than annually.
- Participant fee disclosure change notice produced upon request.

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Fee Responsibility

The Plan Sponsor may choose to pay fees on behalf of the Plan or have the fees deducted from plan assets. It is your responsibility to determine if it is permissible for a fee to be deducted from participant and beneficiary account balances. (In this regard, both the Plan document and SPD should be reviewed carefully for when and how administrative transaction fees may be deducted from participant and beneficiary accounts.) **EPIC will apply fees as directed by the Plan Fiduciary. When direction has not been provided otherwise, fees will be invoiced to the Plan Sponsor for payment.**

Please check the box to indicate who will be responsible for the following fees:

	Paid by Plan Sponsor	**Paid by Participant**		**Fee Waived or Not Applicable**
	Plan Sponsor	Plan Assets	Per Participant	Fee Not Applicable
Services from EPIC Advisors, Inc.				
Initial Plan Set-up or Conversion Fee	X	N/A	N/A	X
Recordkeeping Services:				
Annual Base Fee		X	N/A	
Annual Per Participant Fee[i]			X	
Annual Asset Based Fee		X	N/A	
TPA Services:				
Annual Base Fee		X	N/A	
Form 5500 Preparation		X	N/A	
Plan Document Creation or Mapping	X		N/A	X
Future Plan Document Restatements	X		N/A	
Plan Document Amendments[ii]	X	N/A	N/A	
Distribution and Loan Fees				
Participant Distribution Fee		N/A	X	
Participant Loan Fee		N/A	X	
Services from Other Providers:				
Trading platform fees		X	N/A	

Definition of options:

Plan Sponsor – Expenses are paid directly by plan sponsor (ie. Check, ACH, etc.).

Plan Assets – Any expenses deducted from plan assets will be allocated among the participants pro-rata. Pro-rata allocations will be made in proportion to account balance.

Per Participant – Per participant allocations will be made based on a flat dollar amount to be charged to each participant's account. This would apply to transaction based fees (ie. loan fees, distribution fees) or per-capita fees.

Plan Sponsor: **Elite Academic Academy**

Plan Name: **Elite Academic Academy 403(b)**

By: Meghan Freeman

Name: Meghan Freeman

Title: Chief Academic Officer

Date: 01/21/2019

[i] Fees raised from participant accounts will reflect as a credit on invoice. Sponsor will be responsible for any shortages that may occur.

[ii] Cannot charge to plan assets or participants unless it is a regulatory required amendment.

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CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement, is made this 1st day of December, 2018, by and among **EPIC Advisors, Inc.** ("EPIC"), a New York corporation with an office at 150 State Street, Suite 200, Rochester, New York 14614, **Elite Academic Academy** with an office at 43414 Business Park Drive, Temecula, California 92590 ("Plan Sponsor"), and **Oder Investment Management, LLC** with an office at 21300 Victory Blvd., Suite 855, Woodland Hills, California 91367 ("Provider").

WHEREAS, Plan Sponsor maintains the **Elite Academic Academy 403(b)** (the "Plan") for the benefit of its eligible employees;

WHEREAS, EPIC and Plan Sponsor have entered, or will enter, into one or more separate agreements pursuant to which EPIC provides certain recordkeeping services for the Plan;

WHEREAS, pursuant to one or more separate agreements, Provider performs, or will perform, certain investment, administrative or other services for the Plan and/or Plan participants (the “Services”):

WHEREAS, Plan Sponsor has directed EPIC to provide Provider with the Plan information and Plan participant information which, now or in the future, is contained on EPIC’s web site, through access to EPIC’s web site and through other means (such information referred to herein as “Confidential Information”);

WHEREAS, Plan Sponsor and Provider have determined that it is necessary for Provider to have access to Confidential Information to perform Services; and

WHEREAS, Plan Sponsor and Provider recognize the legitimate interests of EPIC, the Plan and Plan participants in the proprietary, confidential, and private nature of such Confidential Information, and EPIC is willing to provide Provider with such Confidential Information only if its use is restricted to the purpose for which it is provided and its confidentiality is maintained.

NOW THEREFORE, EPIC, Plan Sponsor and Provider agree as follows:

1. <u>Confidential Information</u>.

(a) Plan Sponsor hereby authorizes EPIC to provide Provider with Confidential Information through access to EPIC’s web site and through other means. Provider acknowledges that EPIC will provide Provider with access to EPIC’s web site, and provide Provider with Confidential Information, solely for Provider’s use in performing the Services. Accordingly, Provider agrees to: (i) protect any and all Confidential Information from any unauthorized access, use and disclosure; and (ii) permit access to Confidential Information only to those of its directors, employees or authorized agents who have been expressly advised of the terms of this Agreement, have agreed to be bound thereby, and who

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have a need to know the Confidential Information to perform the Services. Furthermore, Provider acknowledges that certain laws may prohibit certain uses or disclosure of Confidential Information. Accordingly, Provider further agrees that it will not use or disclose Confidential Information in any manner or for any purpose prohibited by applicable law, regulation, or other legal mandate. Provider shall be responsible for any impermissible use or disclosure of Confidential Information by any of its directors, employees or agents.

(b) Provider shall establish and maintain appropriate measures to protect the confidentiality and security of the Confidential Information consistent with this Agreement and, if Provider is so required, it shall establish, implement, and maintain an appropriate policy and written procedures consistent with the confidentiality and security objectives and requirements of the Gramm-Leach-Bliley Act and all applicable agency regulations and rules issued thereunder, as the same may be amended or superseded from time to time. Provider shall promptly notify Plan Sponsor and EPIC of any unauthorized access, use and disclosure of Confidential Information or a material breach of Provider's confidentiality and security systems for any Confidential Information held by Provider.

(c) Notwithstanding the above, Provider may disclose Confidential Information if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process; provided, however, that (i) Provider will provide Plan Sponsor and EPIC with immediate notice of any request that Provider disclose Confidential Information, so that Plan Sponsor or EPIC may object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, Provider shall disclose the minimum amount of Confidential Information required to be disclosed under the applicable legal mandate; and (ii) in no event shall Provider disclose Confidential Information to a party other than a government agency except under a valid order from a court having jurisdiction requiring the specific disclosure.

(d) Upon termination of all Services by Provider, Provider shall deliver to EPIC all documents, computer files and other objects in Provider's possession embodying, containing or representing Confidential Information.

2. **Indemnification.** Plan Sponsor and Provider agree to indemnify, defend, and hold EPIC and each of its affiliates, officers, directors, employees, agents, and other representatives (collectively "Related Parties") harmless from any actual or threatened legal or administrative action, claim, demand, penalty, fine, assessment, lawsuit, or other loss, expense, or damage, including without limitation reasonable attorneys' fees and costs (collectively, "Liability") that EPIC or its Related Parties may incur and which arises out of or related to giving Provider access to Confidential Information, including, without limitation, any Liability incurred as a result of any actual or alleged breach by Provider its directors, officers, employees or agents of any applicable law, regulation, or other legal mandate, or any provision of this Agreement.

3. **Remedies.** Provider agrees that the Confidential Information is special and unique, and there may be no adequate remedy at law if there is a breach by Provider of its obligations under this Agreement. Therefore, in addition to any other remedies which may be available at law, Provider agrees that EPIC shall be entitled to injunctive relief, specific performance, or other equitable relief, upon adequate proof of such breach by Provider without the necessity of proving actual damages and without the posting of any bond.

4. Miscellaneous.

(a) All Confidential Information disclosed by EPIC to Provider shall be and remain the property of EPIC and/or Plan Sponsor, as the case may be.

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(b) This Agreement supplements, but does not affect the parties' rights and obligations, under any agreement for Plan recordkeeping or Services. No amendment or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by all parties. This Agreement shall inure to the benefit of the parties hereto and their respective successors. This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of New York, without regard to its conflicts of law doctrine. The venue of any action arising under this Agreement shall be in Monroe County, New York. The parties hereby waive all rights to a jury trial of any action arising out of this Agreement. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, it shall be ineffective to the extent of such invalidity, illegality or unenforceability, and the validity, legality and enforceability of the remaining provisions contained in this Agreement shall be unaffected.

(c) Any of the parties hereto may terminate this Agreement upon written notice to the other parties. In any event, this Agreement shall automatically terminate: (i) without any action by any of the parties when EPIC no longer provides any recordkeeping support services for the Plan; or (ii) upon expiration or termination of Provider's Services, provided EPIC is provided written notice of such expiration or termination. EPIC's rights and Provider's obligations set forth above shall survive the termination of this Agreement.

(d) Headings herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

(e) This Agreement may be executed in duplicate, and each shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality and Non-Disclosure Agreement as of the date first written above.

EPIC Advisors, Inc.

By: Manny Marques

Name: Manny Marques

Title: President

Date: 01/21/2019

Elite Academic Academy

Plan Sponsor

By: Meghan Freeman

Name: Meghan Freeman

Title: Chief Academic Officer

Date: 01/21/2019

Oder Investment Management, LLC

Provider

By: Erik Helmstetter

Name: Erik Helmstetter

Title: Advisor

Date: 12/31/2018

EAE

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Service Provider Fee Assessment

Service Provider Name: Oder Investment Management, LLC Plan Name: Elite Academic Academy 403(b)

☒ As plan sponsor, I authorize EPIC to pull fees from plan assets based on:
- ☐ an invoice or emailed instructions from the service provider; or
- ☒ the following schedule.

☐ Fees will not be pulled from plan assets

Fees to be calculated using one of the following methods:

☒ **Flat amount**
- ☐ Pro-rata annual $_____(pro-rata on assets)
- ☐ Per-capita annual $_____(per participant)
- ☒ Bps: 25 (pro-rate on assets)

OR

☐ **Tiered (pro-rate on assets)**

☐ Graduated Tiers:
- _____bps on first $_____ to $_____
- _____bps on next $_____ to $_____
- _____bps on next $_____ to $_____
- _____bps on next $_____ to $_____
- _____bps on next $_____ to $_____

OR

☐ Flat Tiers:
- _____bps if total assets between $_____and $_____
- _____bps if total assets between $_____and $_____
- _____bps if total assets between $_____and $_____
- _____bps if total assets between $_____and $_____
- _____bps if total assets between $_____and $_____

Payment to be calculated:

- ☐ Annually, on _____(MM/DD)
- ☒ In advance of the quarter (1/1, 4/1, 7/1, 10/1)
- ☐ At the end of the quarter (3/31, 6/30, 9/30, 12/31)

Exclude from fee calculation:

Fund types
- ☐ Loans
- ☐ Self-Directed Brokerage Accounts
- ☐ Manual Funds
- ☐ Other_____
- ☐ None

Account types
- ☐ Terminated employees
- ☐ Forfeiture accounts
- ☐ None

Payment Method (*please attach a current W9*):

- ☐ Check*
- ☒ ACH
- ☐ Wire

*If check, only fields marked with an asterics are required.

Payee Name*: Oder Investment Management
Payee Address*: 21300Victory Blvd suite 855. Woodland hill CA 91367
Email Address*: Joder@oderllc.com
Bank Name: Wells Fargo
Bank Address: CA
Bank ABA: 121000248
Account Name: Oder Investment Management LLC
Address of account holder: Josh Oder
Account #: 488180662

Service Provider: Erik Helmstetter Date: 12/31/2018

Plan Sponsor: Meghan Freeman Date: 01/21/2019

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IRON FINANCIAL, LLC
ERISA FIDUCIARY 3(38) INVESTMENT MANAGEMENT AGREEMENT

Name of Plan: Elite Academic Academy 403(b)

Name of Employer/Plan Sponsor: Elite Academic Academy

This ERISA Fiduciary 3(38) Investment Management Agreement and all appendices attached hereto and incorporated by reference herein (collectively, the "Agreement") sets forth the terms and conditions necessary for IRON Financial, LLC ("IRON") to provide services to the Employer/Plan Sponsor (the "Sponsor") and the above-referenced, Participant-directed defined contribution retirement plan described in the Retirement Plan Client Profile at Appendix A (the "Plan"). This Agreement is made effective as of the date it is signed by the Sponsor on behalf of the Plan (the "Effective Date").

Whereas, IRON is registered as an investment adviser under the Investment Advisers Act of 1940, as amended (the "Act"), and is qualified to serve as an Investment Manager as defined in Section 3(38) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA");

Whereas, IRON owes a duty of undivided loyalty to its clients and acts as a fiduciary under the Act and ERISA with respect to the provision of discretionary investment management services under this Agreement and discharges its duties solely in the interest of the Plan's Participants and beneficiaries;

Whereas, Sponsor maintains the Plan, which is qualified under section 401(a), 403(b) or 457 (b) of the Internal Revenue Code of 1986, as amended (the "Code"), and may be subject to ERISA;

Whereas, the undersigned is the Responsible Plan Fiduciary ("RPF") and has the authority to cause the Plan to enter into arrangements for necessary services for the operation, investment and/or administration of the Plan, including without limitation, the services contemplated hereunder (hereinafter Sponsor and RPF are collectively referred to as "Sponsor");

Whereas, in order to fulfill its fiduciary obligations to manage the Plan's investments prudently, Sponsor, in its sole discretion, and in consideration of the mutual promises set forth herein, seeks to engage IRON to provide certain investment-related services under this Agreement:

1. Services.

IRON agrees to provide the services set forth in Appendix B ("Services") to the Plan pursuant to the Fee Schedule.

1.1 ERISA Fiduciary Services. Sponsor hereby appoints IRON to serve as a fiduciary and as an "Investment Manager" for the Plan within the meaning of ERISA Section 3(38), which appointment IRON hereby accepts. As further described in Appendix B, IRON may perform the following services to the Plan and will act as an ERISA fiduciary in good faith and with the degree of diligence, care and skill that a prudent person rendering similar services would exercise under similar circumstances:

(a) Development of an appropriate Investment Policy Statement ("IPS");

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(b) Initial selection of the Plan's Designated Investment Alternatives ("DIAs") in accordance with the Plan's IPS;
(c) Creation and maintenance of Model Asset Allocation Portfolios ("Model Portfolios") that may also serve as the Plan's Qualified Default Investment Alternatives ("QDIAs");
(d) On-going monitoring and replacement of the Plan's DIAs; and
(e) On-going monitoring and rebalancing of the Plan's Model Portfolios.

1.2 ERISA Non-Fiduciary Services. As further described in Appendix B, IRON may also provide the following ministerial or administrative services to the Plan that are not considered to be fiduciary under ERISA:

(a) Preparation and Delivery of Reports:
- Portfolio holdings
- Quarterly investment summary
- Quarterly investment actions
- Supplementary investment-related educational information

1.3 Limitations on Services. Sponsor acknowledges that in providing ERISA Fiduciary Services, IRON:

(a) Shall provide Services only with respect to the selection and retention of the Plan's DIAs and Model Portfolios and shall not: (i) serve as a Plan custodian; (ii) provide advice or recommendations with respect to the Plan's choice of Third Party Administrator, Record-keeper or other service provider; (iii) assume the duties of a trustee of the Plan or administrator (as such term is defined in Section 3(16) of ERISA).; or (iv) affirmatively elect the Qualified Default Investment Alternative under Section 4 of Appendix B.

(b) Shall have no authority or responsibility to provide services with respect to voting proxies for securities held by the Plan or take other action related to the exercise of shareholder rights regarding such securities, including prospectus delivery.

(c) Shall have no authority or discretion to: (i) interpret the Plan documents; (ii) handle benefit claims under the Plan; (iii) determine eligibility or participation under the Plan; or (iv) take any other action with respect to the management or administration of the Plan.

(d) Shall not, and cannot, provide legal or tax advice to Sponsor and/or the Plan (or any Plan Participant or beneficiary), and Sponsor agrees to seek the advice of its own legal and/or tax adviser, as to all matters that might arise relating to the Plan, including, without limitation, the operations and administration of the Plan and the compliance of the Plan with applicable law, including, ERISA and the Code.

(e) Shall only be responsible for its Model Portfolios and the DIAs actually selected by IRON in its discretion as the Plan's Investment Manager for the asset categories set forth in Section II to Appendix A as described in Appendix B, and it shall not have any responsibilities or potential liabilities in connection with any investments made under the Plan at the direction of Sponsor or any third party other than IRON (e.g., employer securities, share class selection, unallocated accounts, mutual fund windows, self-directed brokerage

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accounts, guaranteed investment contracts, etc.).

(f) Shall not be responsible or liable for the recommendation of or services rendered by anyone else ("other provider") as a result of such services or the other provider's compliance with applicable laws, including, without limitation, ERISA and the Code, with respect to such services.

2. Fees.

2.1 Amount and Payment. In consideration for the Services provided under this Agreement, Sponsor shall pay, or shall cause the Plan to pay, to IRON a fee as set forth in Appendix B (the "Fee"). Sponsor acknowledges that the Plan may incur other levels of fees and expenses, including but not limited to investment-related expenses imposed by other service providers and mutual fund managers not affiliated with IRON and other fees and expenses charged by the Plan's custodian, Third-Party Administrator, and/or Record-keeper. IRON makes no representations or warranties relating to any costs or expenses associated with the services provided by any third parties. Sponsor further acknowledges that the Fees charged by IRON for the Services are in addition to any brokerage, custodial and/or other fees that may be charged to Sponsor by other service providers to the Plan.

The only compensation received by IRON with respect to the Services, however, are the Fees, and no increase in the Fees shall be effective without prior written notification to Sponsor in accordance with Section 10.3 of this Agreement.

2.2 Authorization to Remit Fees and Information.

Sponsor will authorize and direct the Record-keeper (or other custodian of the Plan's assets) (collectively, "Record-keeper") to remit the Fees on a quarterly basis, directly to IRON from Plan assets as outlined in Appendix B.

Sponsor further acknowledges that, to the extent permitted by law, it is solely responsible for verifying the accuracy of the calculation of the Fees and that IRON is not liable to the Plan, Plan Participants or beneficiaries, or any other fiduciary of the Plan or anyone else for errors in the calculation or payments. The Sponsor further authorizes all third-party service providers to provide IRON with copies of reports or information provided to the Sponsor.

3. Custody of Assets and other Services.

Neither IRON nor any of its affiliates shall provide services to the Plan other than as set forth herein. In furtherance of the foregoing, custody of all Plan assets will be maintained with a Third-Party Custodian selected by Sponsor, and Plan recordkeeping shall be provided by a Third-Party Record-keeper selected by Sponsor. Neither IRON nor any of its affiliates will have custody of any Plan assets. Sponsor will be solely responsible for paying all fees or charges of the Record-keeper. IRON does not make any recommendations with respect to the custody of assets, Record-keepers or other Plan service providers. Neither IRON nor any of its affiliates shall have any liability with respect to custodial arrangements or the acts, conduct, or omissions of the custodian. Sponsor authorizes the Record-keeper to provide IRON with copies of all periodic statements and other reports that the

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Record-keeper sends to Sponsor.

4. Non-Exclusivity.

Sponsor understands that IRON and its affiliates may perform among other things, retirement plan consulting, retirement plan fiduciary consulting, retirement plan design consulting, plan administration, and portfolio management services for other clients. Sponsor recognizes that IRON or any of its affiliates may also give advice and take action in the performance of its duties for such other clients (including those who may have similar retirement plan arrangements as Sponsor) that may differ from advice given, or in the timing and nature of action taken, with respect to Sponsor. Nothing in this Agreement shall be deemed to impose on IRON, or any of its affiliates, any obligation to advise Sponsor with respect to the Plan, including the Services provided by IRON under this Agreement, or any of its affiliates, in the same manner as it may advise any of its other clients.

5. Valuation.

IRON may rely, without independent verification, upon valuation of assets as provided by Sponsor or the Record-keeper of the Plan's assets. In all events, Sponsor acknowledges that any such valuation shall be no guarantee of any type with respect to the market value of the assets, or any portion thereof, in the Plan.

6. Representations and Warranties of Sponsor.

Sponsor represents and warrants as follows:

(a) Sponsor is solely responsible for determining whether or not to enter into any arrangement(s) in connection with the Plan (including this Agreement) that are deemed by Sponsor to be necessary for the management and operation of the Plan and for determining whether or not any such arrangement(s) are reasonable and appropriate with respect to compensation paid for and conflicts of interest(s) arising in connection with the services and/or products provided, and Sponsor is not relying on any advice or recommendations by IRON in making such decisions except as provided in accordance with Section 1 above and Appendix B.

(b) This Agreement is binding on the Sponsor and does not violate any prior obligation or agreement.

(c) The individual signing this Agreement and any appendices thereto on behalf of a Plan Sponsor is a Named Fiduciary on the plan and is also authorized to sign on behalf of the Sponsor in its corporate capacity.

(d) Sponsor shall be solely responsible for the Plan's compliance (both in form and operation) with all applicable federal and state laws, rules and regulations, including, but not limited to, ERISA and the Code, including Sponsor's obligation to obtain and maintain for the period of this Agreement a bond in the requisite amount and otherwise satisfying the applicable requirements of ERISA and fiduciary liability insurance sufficient to cover Sponsor's liability obligations to IRON in the event of Sponsor's breach of its fiduciary obligations under ERISA.

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(e) Sponsor warrants that it shall comply with all applicable federal and state privacy and information security laws governing the use, disclosure and safeguarding of nonpublic personal information.

(f) Sponsor represents that it shall be solely responsible for monitoring whether any class action lawsuits have been filed pertaining to investment recommendations, investment purchases, or investment sales, in determining whether the Plan is eligible to participate and whether it is in the best interest of the Plan to participate in such class action.

(g) Sponsor authorizes IRON to deliver documents and communicate with Plan and Plan participants or beneficiaries through the use of electronic communication including electronic mail. IRON shall not be responsible for prospectus delivery and/or determining whether the use of such electronic communication including electronic mail complies with the applicable requirements of ERISA and/or the Code. Sponsor shall be responsible for determining whether the use of such electronic communication including electronic mail complies with the applicable requirements of ERISA and/or the Code.

(h) The individual signing this Agreement and any appendices thereto on behalf of the Sponsor represents that he/she: (i) is independent of and unrelated to IRON or any of its affiliates; (ii) is the Named Fiduciary (as defined in ERISA Section 402(a)(2)) or an authorized delegate thereof with respect to the control or management of the assets of the Plan; (iii) has the authority to elect a Qualified Default Investment Alternative under Section 4 of Appendix B; (iv) has the power and authority to appoint investment advisers and investment managers under the terms of the Plan and to enter into contractual arrangements with third parties to assist in the discharge of these and related duties in accordance with the requirements of ERISA; and (v) is authorized to sign on behalf of the Sponsor in its corporate capacity.

(i) Sponsor agrees to promptly provide IRON with any amendments to the Plan's governing documents that are reasonably expected to alter or affect IRON in the performance of Services under this Agreement in accordance with Section 10.5 hereunder. Sponsor will not provide IRON with any information that is misleading or incomplete and IRON may rely upon this representation if it disseminates such information on behalf of the Sponsor to any third parties. If IRON determines that it is unable to provide any or all of the Services, it shall terminate this Agreement pursuant to Section 9 of this Agreement.

(j) Sponsor acknowledges that before this Agreement was entered into, IRON provided to Sponsor information regarding services, compensation, fiduciary obligations and conflicts of interest, and Sponsor acknowledges that it received such information sufficiently in advance of entering into this Agreement to make an informed decision to engage IRON. All such information is included in this Agreement, in the Appendices hereto and IRON Financial's Form ADV Part 2 which is hereby made part of this Agreement. Sponsor has reviewed and considered the contents of the Agreement and has determined the Services to be rendered hereunder: (i) to be necessary for the operation of the Plan; and (ii) to be reasonable and appropriate based upon the compensation to be paid for the Services.

(k) Sponsor acknowledges that investments fluctuate in value and the value of investments when sold may be more or less than when purchased, and that past investment performance does not necessarily guarantee any level of future investment performance.

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(l) The Plan documents (and related Trust documents) permit payment of the Fees out of Plan assets. The Plan is a retirement plan that provides its participants the "opportunity to exercise control over assets" in their individual accounts in material compliance with Section 2550.404c-1(b)(2) of the U.S. Department of Labor regulations (the "DOL Regulations"). If participants are defaulted into a QDIA, such participants timely receive the QDIA notices under Section 2550.404c-5(c)(3) of the DOL Regulations.

(m) Sponsor shall cooperate fully with IRON in IRON's provision of Services hereunder. In furtherance of the foregoing, Sponsor shall authorize the Record-keeper to provide IRON such information or data regarding the Plan and the Plan's assets (and earnings or losses thereon) that IRON reasonably requests in connection with the Services provided under this Agreement. Sponsor shall communicate any changes with respect to its contact information referenced in Section 10.5 of this Agreement to the Record-keeper as well as IRON.

(n) The Plan does not offer nor does Sponsor intend to offer any "employer security" or "qualifying employer security" as such terms are defined in Section 407(d) of ERISA as investment options under Plan.

(o) If Sponsor has engaged another provider to serve as a financial advisor or consultant (the "Financial Consultant") on behalf of the Plan, any investment-related services provided by such Financial Consultant, including but not limited to participant-level services or share class recommendations given to Sponsor, will be consistent with the Services provided under this Agreement and will be provided in compliance with applicable law, including but not limited to the prohibited transaction rules under ERISA. Sponsor acknowledges that IRON shall not be responsible for any actions outside the scope of its Services, including but not limited to any investment decisions made by Sponsor or participants based on recommendations provided by such Financial Consultant.

(p) An unsigned copy of this Agreement including the disclosures in Appendix C (which are intended to provide certain fee disclosures under Section 408(b)(2) of ERISA and the regulations thereunder) was provided reasonably in advance of the date of Sponsor's entering into this Agreement. Sponsor further acknowledges delivery and receipt of IRON's Form ADV Part 2 in accordance with the Act and IRON's Privacy Policy Notice in accordance with the Gramm-Leach-Bliley Act of 1999.

7. Representations of IRON.

IRON represents as follows:

(a) IRON is registered as an investment adviser under the Act, and will maintain its registration.

(b) IRON has the power and authority to enter into and perform this Agreement, and has the power to manage, acquire, or dispose of Plan assets under ERISA Section 3(38), and will obtain and/or maintain any authorizations, permits, certifications, licenses, filings, registrations, approvals or consents, which must be obtained by it from any third party, including any governmental authority, in connection with this Agreement.

(c) IRON will disclose to Sponsor any material change to the information regarding

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services, compensation and conflicts of interest within 60 days from the date on which IRON acquires knowledge of the material change.

(d) IRON will disclose relevant information related to this Agreement and the compensation or Fees received under the Agreement that is requested by Sponsor in order to assist with Sponsor's applicable reporting and disclosure requirements of Title I of ERISA and the regulations, forms and schedules issued thereunder.

(e) IRON will receive the compensation shown in Appendix B only, and does not receive any compensation from any third party in connection with the Services hereunder.

(f) IRON agrees to comply with all applicable federal and state privacy and information security laws governing the use, disclosure and safeguarding of nonpublic personal information.

8. Standard of Care; Indemnity; Data Disclosure.

8.1 Standard of Care. The sole standard of care imposed on IRON in performing the ERISA Fiduciary Services hereunder is to act with the care, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims, provided, however, that nothing in this Agreement shall be deemed to limit any responsibility that IRON may have to Sponsor to the extent such limitation would be inconsistent with applicable laws, including securities laws.

8.2 Indemnification.

(a) IRON agrees to indemnify and hold Sponsor harmless from any and all liabilities and claims, including but not limited to damages, court costs, reasonable legal fees and costs of investigation, which arise directly from IRON's intentional misconduct, gross negligence, breach of fiduciary duty with respect to the Services hereunder or representations by IRON contained in Section 7 of this Agreement; provided, IRON is not liable for any indirect, special, consequential or exemplary damages.

(b) Sponsor agrees to defend, indemnify and hold IRON harmless from any and all liabilities and claims, including, but not limited to, damages, court costs, reasonable legal fees and costs of investigation which arise from: (1) directly or indirectly, any investment loss experienced by the Plan or Plan Participants or beneficiaries, provided that such losses or damages are not directly caused by IRON's intentional misconduct, gross negligence or breach of fiduciary duty; (2) IRON's reliance or any action taken by IRON in reliance upon any instruction(s) and/or information received by IRON from Sponsor; (3) any breach of Sponsor's representations and warranties set forth in this Agreement; (4) any cause of action brought by the Sponsor, Plan Participant(s) or beneficiaries and/or the Plan's service providers with respect to the Services hereunder, provided that such losses or damages are not directly caused by IRON's intentional misconduct, gross negligence or breach of fiduciary duty; and (5) any breach of data security or any breach by the Sponsor, its directors, officers, employees, agents and/or service providers with respect to confidentiality and/or data security obligations. Liabilities and claims to which the indemnification in this paragraph applies would include, by way of example but not limitation, investment losses suffered as a result of a general

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market decline, investment losses arising in situations in which Sponsor fails to follow IRON's recommendation(s) or in which Sponsor or a third party fails to properly implement such recommendation(s), and Plan Participant or beneficiary claims arising out of an alleged claim of breach of fiduciary duty on the part of Sponsor or other Plan fiduciaries.

If IRON is required to provide documents or testimony in connection with a legal proceeding involving the Plan, Sponsor shall pay IRON's reasonable costs, including the costs of its personnel and counsel, unless IRON is a party to such proceeding and is found to have engaged in intentional misconduct, gross negligence or breach of fiduciary duty.

(c) Sponsor shall promptly notify IRON of any errors in completeness in any of the data analysis, opinions, or other information it provides to IRON in connection with the rendering of Services hereunder. IRON shall not be responsible for any payment or contribution to the costs, fees, taxes, or penalties that the Sponsor, Plan Participants or beneficiaries, or other Plan fiduciary incur as a result of any valuation or payment.

8.3 Data Disclosure. IRON will use reasonable efforts to ensure that the data, analysis, opinion, and other information it provides in connection with the Services rendered hereunder are correct. Although gathered from sources believed to be reliable, Sponsor acknowledges that IRON cannot guarantee the accuracy of the data or information received by Sponsor or third parties used to provide the Services. The completeness and timeliness of all data and information used to provide the Services is dependent upon the sources of such data and information, which are outside of IRON's control.

9. Termination.

Sponsor may terminate this Agreement within five business days of the execution of this Agreement without incurring a penalty or charge. Otherwise, this Agreement shall remain in effect from the effective date set forth above until terminated by either party upon written notice to the other. Such notice may be given at any time and will be effective upon receipt by the non-terminating party so long as the notice has been manually signed by the terminating party. Such termination will not, however, affect the liabilities or obligations of the parties arising from transactions initiated prior to such termination, and such liabilities and obligations (together with the provisions of Sections 8, 10.8 and 11) shall survive any expiration or termination of this Agreement. Upon termination, IRON will have no further obligation under this Agreement to act or advise Sponsor with respect to Services except as agreed to by the parties at the time of termination. Sponsor may cause the Agreement to terminate if Sponsor does not implement IRON's recommendations.

10. General Provisions.

10.1 Assignability. This Agreement is not assignable by either party without the prior written consent of the other party.

10.2 Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, survivors, administrators and permitted assigns.

10.3 Modification. The Agreement may be modified, including without limitation the

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Services to be provided by IRON or the Fees charged by IRON: (i) by mutual written agreement; or (ii) in the manner set forth herein and consistent with the procedure described in Department of Labor Advisory Opinion 97-16A (which is set forth in the next paragraph).

IRON may propose to increase or otherwise change the Fees charged, to change the Services provided or otherwise modify this Agreement by giving Sponsor at least sixty (60) days advance notice of the proposed change. The notice shall be given in the manner described in Section 10.5 below. The notice will: (i) explain the proposed modification of the Fees, Services or other provisions; (ii) fully disclose any resulting changes in the Fees to be charged as a result of any proposed change in the Services or other changes to this Agreement; (iii) identify the effective date of the change; (iv) explain Sponsor's right to reject the change or terminate this Agreement; and (v) state that pursuant to the provisions of this Agreement, if Sponsor fails to object to the proposed change(s) before the date on which the change(s) become effective Sponsor will be deemed to have consented to the proposed change(s).

If Sponsor rejects any change to this Agreement proposed by IRON, IRON shall not be authorized to make the proposed change. In that event Sponsor shall have an additional sixty (60) days from the proposed effective date (or such additional time beyond 60 days as may be agreed by IRON) to locate a service provider in place and instead of IRON. If at the end of such additional sixty (60) day period (or such additional time period as agreed by IRON), the parties have not reached agreement, this Agreement shall automatically terminate.

10.4 Severability. If any one or more of the provisions of this Agreement (other than the provisions of Section 7) shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein.

10.5 Notices. Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if: (i) delivered personally; (ii) mailed by registered or certified mail, return receipt requested and postage prepaid; (iii) sent via a nationally recognized overnight courier service; (iv) sent via facsimile; or (v) sent by email to:

If to IRON:
IRON Financial, LLC
630 Dundee Rd. Ste. 200
Northbrook, IL 60062
Facsimile: (847) 715-3498
ATTN: Richard Lakin

If to Sponsor:

To the address set out on the signature page or such other address or facsimile as any party shall have designated by notice in writing to the other party. All notices shall be deemed to have been given or made when delivered by hand or courier, or when sent by facsimile or email, or if mailed, on the third business day after being so mailed.

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10.6 Headings. All headings used herein are for ease of reference only and in no way shall be construed as interpreting, decreasing or enlarging the provisions of this Agreement.

10.7 Entire Understanding. This Agreement constitutes and contains the entire understanding between the parties and supersedes all prior oral or written statements dealing with the subject matter herein.

10.8 Applicable Law; Forum. This Agreement shall be governed by, and construed in accordance with the laws of the State of Illinois, without reference to conflict of law principles, unless preempted by federal law. The parties agree that any arbitration under Section 11 below must be conducted in (or when applicable, legal suit, action or proceeding arising out of or relating to this Agreement must be instituted and resolved in a State or Federal court in) the City of Chicago, Illinois, and hereby irrevocably submit to the jurisdiction and venue in such City (and if applicable, of any such court).

10.9 Waiver or Limitation. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which the Sponsor or the Plan or any other party may have under ERISA or federal or state securities laws.

11. Dispute Resolution; Arbitration.

All disputes, actions or controversies between Sponsor and IRON or its affiliates, including any of IRON's present or former officers, directors, agents or employees, which may arise out of or relate to any of the Services provided by IRON under this Agreement, or the construction, performance or breach of this or any other agreement between IRON or an affiliate and Sponsor, whether entered into prior to, on or subsequent to the date hereof, shall be resolved by negotiation of the parties acting in good faith.

If the parties are unable to resolve their differences through negotiation, the parties shall engage in non-binding mediation, using the services of an impartial, neutral mediator selected by mutual agreement of the parties. Mediation is voluntary once commenced, and either party may withdraw from the mediation process at its sole discretion at any time. The fees of the mediator shall be borne equally by the parties.

If the parties are unable to agree on a single mediator or to resolve the issues through mediation, to the extent permitted by law, then the matter shall be settled by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Unless the parties can agree on a single arbitrator, the matter shall be heard by a panel of three arbitrators, one selected by each party and the third selected by the two arbitrators so appointed. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered into any court having jurisdiction. In agreeing to binding arbitration, Sponsor is aware that:

(a) Arbitration is final and binding on the parties.

(b) The parties are waiving their right to seek remedies in court, including the right to jury trial, except to the extent such a waiver would violate applicable law.

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(c) Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.

(d) The arbitration award is not required to include factual findings or legal reasoning and any Party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.

(e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

Sponsor understands that this Agreement to arbitrate does not constitute a waiver of its right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

12. Plan Sponsor Direction for Plan Implementation.

In connection with the initial selection of DIAs (the "New Menu Options") for the Plan by IRON in its discretion as the Plan's Investment Manager, the investments for participants under the Plan will be transitioned as follows:

☒ Mapping: IRON will map the Plan's existing investment alternatives into the New Menu Options as described in Appendix C. The mapping of investment alternatives may be implemented as an internal transfer where the new custodian serves as the Record-keeper both before and after such mapping, or as part of an administrative conversion in which the Plan is transitioned from an unrelated Record-keeper to the new custodian.

☐ Plan Re-enrollment: The participants under the Plan will re-enroll, and participants will complete new investment election forms populated with the New Menu Options.

Sponsor must select an option above. New custodian must be notified immediately if the selection above is changed.

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The Parties have executed this Agreement as of December 1, 2018 the Effective Date.

IRON Financial, LLC

By: Richard Lak, CCO

Richard Lakin, Chief Compliance Officer

Sponsor/Responsible Plan Fiduciary

By: Meghan Freeman

Print Name: Meghan Freeman

Title: Chief Academic Officer

Address: 43414 Business Park Drive

Temecula California 92590

Email: mfreeman@eliteacademic.com

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APPENDIX A
Retirement Plan Client Profile

SECTION I: COMPANY & PLAN INFORMATION

Company Name: Elite Academic Academy

Company Address: 43414 Business Park Drive

California Temecula 92590

Phone: 8663548302

Fax:

Email: mfreeman@eliteacademic.com

Is the Company USA-based? x□ Yes □ Other:

TIN: 82-4453363

DBA:

Number of Company Locations: 1

State(s) in which there are Company Location(s):

Current Designated Investment Alternatives:

Current Money Market or Cash Equivalent:

Plan Type: 403(b)(7)

Name of Responsible Plan Fiduciary (the person(s) authorized to enter into arrangements for service on behalf of the Plan): Meghan Freeman

Description of Business: (i.e. manufacturing, consulting, etc.)

Does the Plan have a preexisting relationship with IRON Financial or an affiliate?

□ Yes x□ No

If yes, please describe:

Does the Plan own any IRON Financial affiliated products?
□ Yes x□ No If Yes, please list:

Assets as of:

Projected Annual Cash Flow:

PLEASE COMPLETE DATA BELOW – PLAN CANNOT BE SET UP WITH OUT THIS DATA

Advisor/Broker Name: Erik Helmstetter **Phone No.** 818-676-0036 **Email Address** ehelmstetter@oderllc.com

TPA Name: EPIC Advisors, Inc. **Phone No.** 585-232-9060 **Email Address** epicagreements@epic1st.com

Plan Trustee Name: Meghan Freeman **Phone No.** 8663548302 **Email Address** mfreeman@eliteacademic.com

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APPENDIX B
Schedule of Services

IRON shall provide only the services mutually agreed to by IRON and the Sponsor acting on behalf of the Plan or Plan Participants or beneficiaries. Fees for those services are set forth in below.

ERISA Fiduciary Services

Sponsor seeks to engage IRON as an ERISA fiduciary to assist in the following activities:

1. Development of an Investment Policy Statement ("IPS"):

IRON will assist Sponsor (or an authorized delegate thereof) in developing an IPS, which Sponsor shall approve. The number and nature of Asset Categories and Designated Investment Alternatives ("DIAs") will be based upon the Sponsor's asset category preferences, and each will seek to contain a menu of investments that are sufficient to provide participants the ability to create well-diversified portfolios through a mix of equity and fixed income exposures.

2. Initial Selection and On-going Monitoring of the Plan's DIA:

Once the IPS is approved by Sponsor, IRON will review the investment options available to the Plan and will utilize qualitative and quantitative analysis to provide Sponsor with recommendations regarding the Plan's DIAs that meet the criteria set forth in the IPS.

Once IRON's initial recommendations have been implemented, IRON will monitor the DIAs and will instruct the Plan Sponsor directly to remove and replace investments that no longer meet the IPS criteria. . Generally, IRON will communicate any changes to Sponsor reasonably in advance of the proposed change. However, there may be circumstances, such as the introduction of a new share class, in which IRON's fiduciary responsibility to monitor ongoing investments will require a change in DIA to be implemented as soon as practicable. In such circumstances, communication of such change to the Sponsor will be made as soon as reasonably practicable thereafter, but in no event later than the Quarterly Fiduciary Report. Sponsor understands that declining any of IRON's recommendations may cause the Services under this Agreement to terminate pursuant to Section 9 above.

IRON will not be responsible for selection or monitoring (including but not limited to making any recommendations to retain or remove) any investments made under the Plan that are not actually selected by IRON in its discretion as the Plan's Investment Manager for the asset categories described above. IRON will also not be responsible for the Sponsor's election of a Qualified Default Investment Alternative under Section 4 of Appendix B. In no event shall IRON be responsible for the selection or monitoring of employer stock, stable value funds, guaranteed investment contracts, investments made through mutual fund windows or brokerage windows under the Plan, or any other investment alternatives offered to Plan participants that have been selected by Sponsor or any other provider. IRON will not have any fiduciary oversight or any related responsibility with respect to forfeiture accounts, suspense accounts or any other accounts under the Plan with

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unallocated monies. Sponsor acknowledges and agrees that IRON shall not be responsible for selecting, changing or otherwise advising on the share class for any investment alternative selected for the Plan.

3. Creation and Maintenance of Model Asset Allocation Portfolios ("Model Portfolios"):

IRON will allocate among the Plan's approved DIAs to create a suitable range of risk-based Model Portfolios to be offered to Plan Participants through the Record-keeper's platform:

The Model Portfolios will be constructed so as to achieve varying degrees of long-term appreciation and capital preservation through a mix of equity and fixed income exposures offered through investment alternatives available through the Plan. IRON will diversify, reallocate and rebalance the Model Portfolios and associated risk levels over time in accordance with generally accepted investment theories and in compliance with the Plan's IPS. IRON may make changes to the underlying investments and/or the asset allocation percentages of the Model Portfolios and will communicate such instructions directly to the Plan Sponsor. IRON will communicate any changes to Sponsor reasonably in advance of the proposed change. Sponsor understands that declining any of IRON's recommendations may cause the Services under this Agreement to terminate pursuant to Section 9 above.

4. Qualified Default Investment Alternative ("QDIA") Management:

Sponsor shall elect as the Plan's QDIA either Target Date Funds under the Target Date Series or Iron's Moderate Model Portfolio as the Plan's QDIA (and IRON will serve as the Plan's QDIA Manager with respect to participant investments that are automatically defaulted into the Moderate Model Portfolio). Any participants who fail to direct the investment of their accounts will automatically be invested in the QDIA elected by the Sponsor or, if the Sponsor fails to make an election hereunder, in the Moderate Model Portfolio. Sponsor, however, will, whether or not it affirmatively elects the QDIA, retain the sole responsibility to provide all notices to participants as required under ERISA Section 404(c), including 404(c)(5).

☒ Target Date Funds

☐ Moderate Model Portfolio

☐ Moderate Allocation Fund

5. Mapping to New Menu Options:

If selected in Section 12 of the Agreement, IRON will map the Plan's existing investment alternatives into the New Menu Options as described in Appendix C. If the Plan has an existing QDIA, IRON will map those participant investments to IRON's Moderate Allocation Fund pursuant to ERISA Section 404(c)(5).

ERISA Non-Fiduciary Services

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Sponsor understands that IRON may provide the following ministerial or administrative services that are not considered to be fiduciary under ERISA:

1. Preparation and Delivery of Reports:
    - Portfolio holdings
    - Quarterly investment summary
    - Quarterly investment actions
    - Supplementary investment-related educational information

Fee Payment

Sponsor authorizes that IRON shall be compensated as follows for providing investment fiduciary services to the Plan. All fees will be assessed, calculated and deducted no less frequently than quarterly based on total plan assets, regardless of whether such assets are managed by Iron or selected by Plan Sponsor. Fees represent payment for investment fiduciary services for the relevant service period, which is the preceding calendar quarter ("Service Period").

0.10% of Plan assets annually for Plans with assets up to $10,000,000
0.09% of Plan assets annually for Plans with between $10,000,001 and $20,000,000 in assets
0.08% of Plan assets annually for Plans with between $20,000,001 and $30,000,000 in assets
0.07% of Plan assets annually for Plans with assets greater than or equal to $30,000,001

If Plan Sponsor authorizes IRON to create, maintain and offer risk-based model portfolios, an additional fee of 0.05% of Plan Assets shall be assessed on an annual basis.

Each annual asset percentage will be calculated based on the market value of the Plan assets as of the last day of each quarter (on some platforms the calculation may be based on the market value of the Plan assets on a day other than the last day of each quarter), calculated to be a quarterly payment (annual percentage divided by four) and will be deducted from Plan assets.

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APPENDIX C
Mapping Procedures

General

In its discretion as the Plan's Investment Manager, IRON Financial has instituted the mapping grid detailed below for the conversion of existing Plan assets into IRON's 3(38) Investment Fiduciary model.

IRON will utilize Morningstar's established "Asset Categories" as the basis to identify and convert existing Plan assets to a respective IRON recommended investment in the same Asset Category.

Any current investment that does not have a direct category-to-category correlation will be mapped to the QDIA designated by IRON as provided in Appendix B. (If Target Date Funds have been selected as the QDIA, then mapping will go to the Moderate Allocation Fund.) If a Plan has designated an existing QDIA, funds held in the Plan's existing QDIA will be mapped to the new QDIA designated by IRON. Sponsor acknowledges that performance may vary among investments, and that an investment that is mapped may not perform as well as the current investment. IRON will not have any fiduciary oversight or any related responsibility with respect to the mapping of forfeiture accounts, suspense accounts or any other accounts under the Plan with unallocated monies.

The following investment options will not be mapped by IRON;

- All funds that are accessed via the Plan's mutual fund window whether Participant directed or selected from a "managed accounts" manager;
- Self-directed Brokerage Assets

Summary Table and Sample Report

Table 1 below summarizes the fund mapping process. A sample report with the fund mapping process is also shown below for illustration purposes.

Table 1 - ABC Retirement Plan

Existing Plan Holdings	Action	IRON Recommended Funds
Funds with correlating Asset Category	Mapped	Respective Funds within eligible Asset Categories for each of the funds
Funds with no correlating Asset Category	Mapped	Moderate Allocation Fund
• **Funds selected from the Plan's mutual fund window**	Not Mapped	Status Quo
• **Self-directed Brokerage**	Not Mapped	Status Quo
• **Fixed Group Annuity contracts**	Mapped	Short Term Bond Fund
• **Stable Value Funds**	Mapped	Short Term Bond Fund
QDIA	Mapped	QDIA (as newly designated by IRON)
Suspense QDIA	Mapped	Mapped to Money Market Fund or other fund approved by Sponsor
Unallocated Accounts	Mapped	Mapped to Money Market Fund or other fund approved by Sponsor

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IRONFINANCIAL

IRON Financial Corporate Retirement Services

Sample Fund Mapping Report

Demo Plan

Name of the Platform: Sample Platform

Asset Category Tier: Default Tier

Plan Case Number: 9999756

Plan Holdings Date: February 14, 2012

Current Plan Holdings				Morningstar Category Name	Action	Holding Characteristic	IRON Recommended Funds			
Fund Name	Fund Ticker	Fund Code	Amount				Fund Name	Fund Ticker	Fund Code	Amount Exchange
PIMCO Money Market Instl	PMIXX	PMIXX	$3,001.76	US Money Market Taxable	**Mapped**	Suspense	TDAM Institutional US Govt Instl Svc	TDHXX	TDHXX	$3,001.76
PIMCO Commodity Real Ret Strat Adm	PCRRX	PCRRX	$8,878.58	US OE Commodities Broad Basket	**Mapped**	Core	Vanguard Balanced Index Inv	VBINX		$8,878.58
Artio International Equity II I	JETIX	JETIX	$16,733.12	US OE Foreign Large Blend	**Mapped**	Core	IVY INTERNATIONAL CORE EQUITY FUND CLASS	ICEIX	ICEIX	$16,733.12
Dodge & Cox International Stock	DODFX	DODFX	$18,350.26	US OE Foreign Large Value	**Mapped**	Core	IVY INTERNATIONAL CORE EQUITY FUND CLASS	ICEIX	ICEIX	$18,350.26
ING Global Real Estate A	IGLAX	IGLAX	$13,267.50	US OE Global Real Estate	**Mapped**	Core	COHEN & STEERS INSTITUTIONAL FUND REALTY	CSRIX	CSRIX	$13,267.50
Harbor High-Yield Bond Instl	HYFAX	HYFAX	$12,179.70	US OE High Yield Bond	**Mapped**	Core	PRINCIPAL HIGH YIELD I INSTITUTIONAL CLA	PYHIX	PYHIX	$12,179.70
Vanguard Inflation-Protected Secs	VIPSX	VIPSX	$9,962.44	US OE Inflation-Protected Bond	**Mapped**	Core	DELAWARE GROUP GOVT FD	DIPAX	DIPAX	$9,962.44

EPIC Investment Fiduciary Facilitation Agreement
("Facilitation Agreement")

This Facilitation Agreement is entered into between the Employer/Plan Sponsor (the "Sponsor") as identified in the separate investment management agreement between the sponsor and IRON Financial, LLC, a Plan Investment Advisory Firm ("IRON"), (the "Investment Management Agreement") and EPIC Advisors, Inc. (hereinafter referred to as "EPIC") to establish an arrangement for Employee Retirement Income Security Act of 1974, as amended, ("ERISA") section 3(38) investment fiduciary services ("Investment Fiduciary") to be provided by IRON to the plan (the "Plan"), as identified in the Investment Management Agreement. These investment fiduciary services are provided under the investment management agreement. This Facilitation Agreement shall be effective upon execution by the Sponsor, IRON and EPIC.

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Sponsor Representations

Sponsor acknowledges that it is solely responsible for selecting IRON as Investment Fiduciary and that EPIC shall be under no obligation to confirm or verify that IRON is properly registered with the Securities and Exchange Commission or with state(s) securities authorities, as applicable. Sponsor represents that as a plan fiduciary independent of IRON and any other plan fiduciary, (1) it approves of IRON's investment strategies, (2) the provision of investment management services to the Plan by IRON and the payment arrangement set forth herein are consistent with the terms of the plan document and related materials ("Plan Document") and with ERISA and other applicable law, and (3) this service is separate and apart from the actual sale of any EPIC products which may be used to provide the Plan's underlying investments. Sponsor acknowledges that it is solely responsible for monitoring the services of IRON, including their ongoing compliance with all applicable provisions of ERISA and/or other applicable law. Sponsor acknowledges that, to the extent applicable, it has received full disclosure of the payment structure with respect to Plan assets that are invested in Affiliated Funds (as later defined herein). Sponsor acknowledges that it is solely responsible for providing and maintaining accurate contact information with EPIC and IRON to ensure timely investment change communications.

IRON Representations

IRON represents that it is registered as an investment adviser with the Securities and Exchange Commission under the Investment Advisers Act of 1940 or with applicable state(s) securities authorities, and is qualified to serve as an investment manager as defined in Section 3(38). IRON agrees to notify the Sponsor and EPIC in writing within ten (10) business days after IRON ceases to be registered as an investment adviser and/or investment manager. IRON represents that it is a "fiduciary" as that term is defined by ERISA with respect to investment management services described herein and also represents that it has received, read and will comply with all applicable provisions of ERISA and/or other applicable law including fee and compensation disclosure.

IRON represents that it will not employ investment strategies which involve the investment of Plan assets in mutual funds that are affiliated with IRON Financial ("Affiliated Funds").

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EPIC Representations

EPIC represents that, using reasonable care consistent with industry standards, it will carry out instructions provided by Sponsor and instructions provided by IRON in support of the arrangement set forth herein. EPIC takes no position as to either the advisability or the necessity of such service. Nor does EPIC necessarily endorse the use of an investment fiduciary in general. It is the responsibility of the Plan's named fiduciary to select this service is accordance with the Plan Document.

Investment Authority

By executing this Facilitation Agreement, the Sponsor prospectively delegates investment authority to IRON regarding the selection of investments and any subsequent investment direction received by EPIC in the Required Format (collectively the "Investment Selections"). Sponsor directs EPIC to disregard any direction previously received from the Sponsor regarding Investment Selections.

Transaction Processing

Sponsor authorizes that EPIC shall take direction from IRON with regard to processing investment changes for the Plan. IRON shall provide direction to EPIC via paper, fax or email instruction in a format determined by EPIC.

Sponsor acknowledges that in the event EPIC receives investment direction from Sponsor that does not correspond to the investment direction received by IRON as the investment fiduciary, EPIC shall process the Sponsor's investment direction as instructed. Sponsor further acknowledges that such direction may reduce or eliminate the investment fiduciary protection which exists under the Facilitation Agreement.

EPIC shall notify the requesting party following the completion of requested investment changes for the Plan.

Fee Payment

Sponsor authorizes that IRON shall be compensated as follows for providing investment fiduciary services to the Plan and authorized EPIC to assess such IRON compensation pro rata from the accounts of participants in the Plan. IRON's fee will be forwarded by EPIC to IRON and represents payment for investment fiduciary services for the relevant service period, which is the preceding calendar quarter ("Service Period"). All fees will be assessed, calculated and deducted no less frequently than quarterly based on total assets held by the plan, regardless of whether such assets are managed by Iron or selected by Plan Sponsor.

0.10% of Plan assets annually for Plans with assets up to $10,000,000
0.09% of Plan assets annually for Plans with between $10,000,001 and $20,000,000 in assets
0.08% of Plan assets annually for Plans with between $20,000,001 and $30,000,000 in assets
0.07% of Plan assets annually for Plans with assets greater than $30,000,001

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Indemnification

IRON and Sponsor acknowledge that EPIC: (1) is acting solely as a facilitator for making available investment fiduciary services with respect to the Plan and this Facilitation Agreement, (2) may conclusively rely on any instructions it may receive to effectuate payment to IRON under this Facilitation Agreement, and (3) shall have no duty to monitor or otherwise review the instructions received or the services provided to the Plan by IRON. IRON and Sponsor agree to indemnify, defend, and hold EPIC, EPIC's affiliates, and the directors, officers, agents, and employees of each (collectively, the "EPIC Indemnities") harmless from and against any and all losses, claims, demands, liabilities, damages, suits or other legal actions, judgments and decrees, attorneys' fees, costs and expenses of any kind or nature whatsoever ("Losses") that the EPIC Indemnities may directly or indirectly suffer or incur arising out of the performance of EPIC's duties under this Facilitation Agreement, except to the extent such Losses result from EPIC's willful misfeasance, bad faith, negligence or reckless disregard of its duties or obligations hereunder.

Each party acknowledges and agrees that the terms set forth herein are consistent with and not contradictory to any other agreements or understandings between the parties and that in the event any such terms herein are inconsistent or contradictory therewith, the terms of this Facilitation Agreement shall control.

This subsection shall survive and continue in full force and effect notwithstanding the expiration or termination of this Facilitation Agreement

Confidentiality of Information and Authorization to Share

Sponsor authorizes EPIC to provide IRON with access to Plan information that EPIC holds, including, but not limited to, fund balances, transaction histories, and Funding Vehicle allocations ("Plan Related Information"). Sponsor acknowledges that EPIC shall have no liability or responsibility for IRON's use or disclosure of Plan Related Information.

Information provided by EPIC to IRON pursuant to this Facilitation Agreement shall be kept strictly confidential ("Confidential Information"). IRON agrees to protect and maintain the Confidential Information with reasonable care, which shall not be less than the degree of care it uses to protect its own confidential information. Furthermore, IRON agrees not to use or disclose Confidential Information other than on a "need to know basis" and then only as (i) necessary to carry out the purpose for which the Confidential Information was disclosed, (ii) expressly authorized by Sponsor (a copy of such authorization must be provided to EPIC prior to IRON's release of Confidential Information), or (iii) required by law.

In the event that IRON uses a third-party service provider to provide services under this Facilitation Agreement, IRON agrees that any such third-party service providers shall have, by appropriate written agreement, agreed to safeguard Confidential Information and to limit its use to performance of services authorized by the Sponsor in accordance with the terms of this Facilitation Agreement.

Upon discovery of unauthorized access to or disclosure of Confidential Information, IRON shall promptly notify, furnish full details to, and cooperate with Sponsor and EPIC to limit and correct the unauthorized disclosure and shall pay all direct damages associated with notification and correction

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deemed necessary by Sponsor and EPIC. These direct damages include all reasonable costs associated with notifying affected individuals (e.g., printing, mailing, service center response, and credit monitoring services).

Upon EPIC's written request or following termination of this Facilitation Agreement, IRON agrees to (1) promptly return to EPIC and/or Sponsor, as applicable, any Confidential Information in its possession or control, or (2) purge, delete, destroy, to the extent reasonably practicable, any Confidential Information that cannot feasibly be returned to EPIC and/or Sponsor, as applicable, (certifying such actions in writing), and (3) safeguard all other Confidential Information that cannot be returned, purged, deleted or destroyed.

IRON acknowledges that Confidential Information may contain non-public personally identifiable information as defined in the Gramm-Leach-Bliley Act and the rules and regulations promulgated thereunder ("Personal Information"). IRON agrees to establish and maintain procedures reasonably designed to assure the security and privacy of Personal Information. Furthermore, IRON agrees to comply with all laws, rules, regulations and ordinances relating to privacy, confidentiality, data security and the handling of Personal Information that may from time to time be established.

Each of the parties warrants to the others that it shall not disclose to any third party, proprietary information that it may acquire in the performance of this Facilitation Agreement; nor shall it use such proprietary information for any purposes other than to fulfill its contractual obligations under this Facilitation Agreement or as required by law.

This subsection shall survive and continue in full force and effect notwithstanding the expiration or termination of this Facilitation Agreement**.**

Termination, Resignation or Replacement

Either the Sponsor or IRON may terminate this Facilitation Agreement at any time by terminating the Investment Management Agreement. Once the Investment Management Agreement is terminated, IRON will provide EPIC with written notice as soon as administratively possible and no later than ten (10) business days. Once EPIC receives the termination notification, this Facilitation Agreement will be terminated. EPIC may terminate this Facilitation Agreement at any time by providing at least ten (10) business days written notice to the Sponsor and IRON. Such termination will not, however, affect the liabilities or obligations of the Parties arising from transactions initiated prior to such termination, and such liabilities and obligations shall survive any expiration or termination of this Facilitation Agreement.

Upon termination of this Facilitation Agreement, EPIC shall be under no obligation to carry out payment instructions on behalf of the Sponsor to IRON, or to any successor advisory firm chosen by the Sponsor unless Sponsor and EPIC enter into a separate agreement regarding such payments. Further, Sponsor acknowledges that EPIC cannot and is not under any legal obligation to facilitate refunding any appropriately paid payment to IRON under the terms of this Facilitation Agreement.

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Notice

All notices to be given pursuant to this Facilitation Agreement shall be given in writing and delivered by personal delivery or by postage prepaid, registered or certified United States first class mail, return receipt requested, overnight mail, or by facsimile, or similar means of same day delivery (with a confirming copy by mail as provided herein). All notices shall be given or sent to the addresses shown herein or as EPIC has on file for each party.

Execution Copies

Each party authorizes the other parties to send executed copies of this Facilitation Agreement to any other party to this Facilitation Agreement.

Authority

The Sponsor signing this Facilitation Agreement represents that performance of the Facilitation Agreement is within the scope of the activities authorized by the Plan and applicable laws and that he or she is duly authorized to negotiate, enter into, and renew this Facilitation Agreement on behalf of the Plan.

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Each party represents to the others that the person executing this Facilitation Agreement on its behalf is duly authorized and empowered to execute this Facilitation Agreement.

We hereby agree with the provisions set forth in this Facilitation Agreement and the verification set forth above.

Sponsor

Signature: Meghan Freeman

Name: Meghan Freeman

Date: 01/21/2019

Address: 43414 Business Park Drive
California Temecula 92590

Iron Financial, LLC

Signature: Richard Lakin

Name: Richard Lakin

Date: 12/20/2018

Address:
630 Dundee Road
Suite 200
Northbrook, IL 60062

EPIC Advisors, Inc.

Signature: Manny Marques

Name: Manny Marques

Date: 01/21/2019

Address:
150 State Street
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Form ADV Part 2A: Firm Brochure

March 2018

IRON Financial, LLC

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This brochure provides information about the qualifications and business practices of IRON Financial, LLC. If you have any questions about the contents of this brochure, please contact us at 847-715-3200 or rlakin@ironfinancial.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority and registration with the United States Securities and Exchange Commission and does not imply a certain level of skill or training.

Additional information about IRON Financial, LLC is available on the SEC's website at www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. Our firm's CRD number is 106682.

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Item 2 - Material Changes

Howard Nixon, Co-Founder and Managing Director has added the role of Chief Executive Officer as of January 1, 2018. There have been no other material changes to this brochure since it was last updated in March 2017.

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Item 4 - Advisory Business

IRON Financial, LLC (“IRON”) is an SEC-registered investment advisor with its principal place of business located in Illinois. IRON Financial, LLC began conducting business in 1994. Listed below, are the firm's principal shareholders (i.e., those individuals and/or entities controlling 25% or more of this company).

- IRON Holdings, LLC, Holding Company

IRON Financial, LLC also provides the advisory services described below under the following names: IRON Asset Management, IRON Financial, LLC, IRON Corporate Retirement Services, LLC, IRON Retirement and IRON Investments.

We offer the following advisory services to our clients:

PORTFOLIO MANAGEMENT

IRON Financial, LLC is dedicated to providing high-quality strategies in the fixed income, equity, and alternative investment marketplaces. Leveraging our expertise in the primary and secondary capital markets, and quantitative and qualitative proprietary processes, IRON strives to deliver strategies and managed solutions that meet the needs and exceed the expectations of sophisticated investors.

We provide the following discretionary investment management services:

Fixed Income Strategies:

IRON’s fixed income investment strategies are designed for strategic allocation to the fixed income asset class on a long-term basis. Our Portfolio Managers use their experience and expertise in the fixed income capital markets to create strategies, build and manage diversified portfolios that match clients’ goals and objectives, guided by these principles.

1. Eliminate conflicts of interest and provide complete transparency via a fee-only pricing model.

2. Identify the soundest long-term investment opportunities in the marketplace, then construct a portfolio that enables the discerning advisor and long-term investor to capitalize on the opportunities.

3. Focus on principal preservation; and avoid adding incremental risk by “chasing” return.

Total Return Strategies:

These strategies are intended for clients who desire higher returns than those that a Yield Only strategy can provide, and who are willing to accept some risk of loss of principal. We will attempt to supplement the income stream produced by fixed income securities with capital appreciation. In creating these portfolios, we will invest in various markets and types of securities, including, but not limited to, the following:

1. fixed-income securities;

2. equity securities;

3. fixed-income and/or equity mutual funds;

4. fixed-income and/or equity exchange-traded funds;

5. options; and

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6. derivatives

***IRON's EQUITY Plus™ Strategies*:**

Provide efficient, low-cost exposure to global equity markets including developed and emerging markets. IRON then incorporates its proprietary actively managed options overlay strategy. These strategies are intended to pursue an attractive balance of cost-efficient core global equity exposure and managed equity options overlay strategies, and are delivered in a tax-efficient Separately Managed Account. IRON offers two Equity Plus™ Strategies. IRON's S&P 500™ Equity Plus Strategy's objective is to provide superior risk-adjusted total returns relative to the CBOE S&P 500® Buy-Write Index (BXMSM) by utilizing an actively managed options overlay strategy on the underlying exchange-traded index fund. IRON's Global Equity Plus Strategy's objective is to provide superior risk-adjusted total returns relative to the MSCI All Country World Index by utilizing an actively managed options overlay strategy on the underlying exchange-traded index funds.

IRON-TTAM All-Cap Alpha Equity Strategy:

IRON and TrimTabs Asset Management co-manage the IRON-TTAM All-Cap Alpha Equity Strategy. This all-cap actively managed equity strategy seeks to generate higher excess returns and superior risk-adjusted returns over its benchmark Russell 3000 Index in every market environment. It strives to maintain a broad diversified exposure to various segments of the equity market (by size and style) and the potential for capital growth by identifying quality firms with improving free cash flows and financial strength. The strategy seeks to identify firms with improving fundamental characteristics by three key factors: cash flows, leverage, and float. Historically, firms with increasing free cash flows depict earnings strength, lowering outstanding debt represents financial strength and reducing share count demonstrates management confidence and governance. The strategy seeks to identify firms that are simultaneously improving on all three pillars and thus has the potential for generating excess returns over the market returns.

IRON's Risk-Based Mutual Fund Portfolios:

IRON provides five diversified, actively managed portfolios. Each portfolio is specifically designed to meet the needs and risk tolerance of each individual client. As an independent investment advisor, IRON receives no compensation from the underlying portfolio investment components and thus has no "hidden" agenda. This eliminates any conflicts of interest and bias in the construction of portfolios optimized according to our proprietary methodology.

IRON's Select Portfolios:

IRON designs these portfolios to fit the needs of individual investors across a wide spectrum of circumstances and investment profiles. Each portfolio is structured to meet both the selection criteria of our investment team and the unique objectives of individual investors (conservative, aggressive, or somewhere in between), in order to create an investment vehicle that meets the client's specific requirements.

We have determined an array of investment styles and investor profiles, and we continuously select the investments and allocations that align with a range of circumstances and risk tolerances. The client selects the portfolio that best suits their needs and preferences. IRON Select Portfolios are designed using equity exposure, fixed Income exposure, or a combination of both. The fixed income exposure can be either taxable or tax-free depending on the needs and requirement of the individual investor. Investment recommendations may include our proprietary 1940 Act Mutual Funds; please see information below and additional information in Item 5, Fees and Compensation.

Convertible Bond Strategy:

The IRON Convertible Strategy's objective is to generate total return through a combination of current income and price appreciation. We seek to achieve an optimal balance of reward versus risk in the management of a

well-diversified yet alpha-focused portfolio of 25 to 50 individual convertible securities.

REIT Strategy:

The IRON Real Estate Investment Trust ("REIT") Strategy aims to generate superior risk-adjusted total return relative to the Equity REIT index by creating and managing a portfolio of publicly-traded Equity REITs.

ERISA 3(38) and 3(21) Investment Fiduciary Services:

IRON provides 3(38) and 3(21) Investment Fiduciary services to sponsors of retirement plans.

As a 3(38) Investment Fiduciary, IRON is responsible for the selection, monitoring, and replacement of fund options for corporate retirement plans. The Plan Sponsor and/or Trustee is removed entirely from the selection, monitoring and replacement process and the Plan Sponsor's sole responsibility is to monitor the 3(38) Investment Fiduciary. This is the most comprehensive transfer of Plan Sponsor liability for investment-related issues available. As a 3(38) Investment Fiduciary, IRON creates a customized Investment Policy Statement ("IPS") that roadmaps the proprietary investment methodologies used to select a well-balanced and diversified menu of plan investment options and monitors and if necessary replaces those investments in a defined timeframe. In addition, each plan receives a quarterly fiduciary investment review that details fund metrics, rankings at a plan level and actionable items for the next quarter. As a Fiduciary under the Plan, the primary responsibilities of the Discretionary 3(38) Investment Manager are:

1. Assist the Plan Sponsor to prepare and maintain the Investment Policy Statement.

2. Prudently diversify the plan's assets to meet an agreed-upon risk/return profile.

3. Prudently select investment options using Discretionary 3(38) Investment Manager's consistent and repeatable processes, subject to additional investment constraints/options established by the Plan Sponsor and outlined in their IPS.

4. Avoid prohibited transactions and conflicts of interest.

As the Discretionary 3(38) Investment Manager, IRON shall only be responsible for the investment alternatives it selects and shall not have any responsibilities or potential liabilities in connection with other investments (e.g., employer securities, unallocated accounts, mutual fund windows, self-directed brokerage accounts, guaranteed investment contracts, target date funds, etc.) offered by the Plan. Certain Plan Sponsors may offer a window for self-directed brokerage accounts for Plan Participants (a "Brokerage Window"). We will not manage assets held in such Brokerage Windows. We do not advise Plan Participants on whether they should or should not open or close a self-directed brokerage account, nor do we provide advice on purchasing, holding or selling any securities through the Brokerage Window.

We will manage portfolios according to the client's instructions. While our model portfolios will typically address the client's needs, we will create and manage portfolios to address the client's specific requests.

As a 3(21) Investment Fiduciary, IRON is responsible to furnish non-discretionary investment advice to the Plan Sponsor. IRON may perform the following services to the Plan and will act as an ERISA co-fiduciary:

1. Providing a sample Investment Policy Statement ("IPS") for consideration and review by the Sponsor;

2. Establishing Necessary Investment Categories in major asset classes for the Plan's investment menu, which are designed to ensure the Plan offers a "broad range of investment alternatives" under ERISA Section 404(c) and the related U.S. Department of Labor regulations ("DOL Regulations"), as well as certain other Optional Investment Categories;

3. Maintaining a list of approved ("Approved List") investment alternatives in each of the Necessary Investment Categories as well as the Optional Investment Categories. The Approved List is designed to be used by the Plan Sponsor to select the designated investment alternatives ("DIAs");

4. Identifying investment alternatives on the Approved List that may serve as the Plan's Qualified Default Investment Alternative ("QDIA"), if applicable;

5. On-going monitoring of the investment alternatives on the Approved List as well as the removal and replacement of investment alternatives from the Approved List from time to time, as necessary; and

6. Recommending a replacement investment alternative when an investment alternative that is a DIA in the Plan's investment menu is removed from the Approved List. Any replacement investment alternative that is recommended will also be from the Approved List.

IRON also provide the services described above as a sub-manager for Envestnet, an unaffiliated financial services firm, in a separately managed account program ("SMA Program") that presents to certain clients the ability to have their accounts managed by one or more participating Money Managers. The SMA Program selects and monitors the services of the participating Money Managers, defines client investment objectives and risk tolerances, evaluates performance, and maintains records relating to the account. Please refer to Envestnet's disclosure documents for all information regarding the SMA Program.

IRON is the Investment Advisor for the IRON Strategic Income Fund ("IFUNX" and "IRNIX") and the IRON Equity Premium Income Fund ("CALLX" and "CALIX"). When considered appropriate, we will include IFUNX, IRNIX, CALLX and/or CALIX in client's accounts. As noted in Item 5, Fees and Compensation, of this brochure, there will be no management fee charge at the account level for assets in managed accounts that are invested in IFUNX, IRNIX, CALLX or CALIX. Because investments involve risks, we make no promises, representations, warranties or guarantees that any of the services rendered will result in a profit to the client.

We have no financial affiliation with any brokerage firm. IRON will not receive commissions or other forms of compensation for client account transactions from anyone. Clients may impose reasonable restrictions on investing in certain securities, types of securities, or industry sectors. Our investment recommendations are not limited to any specific product or service offered by any particular broker-dealer or insurance company. Because some types of investments involve certain additional degrees of risk, they will only be implemented/recommended when consistent with the client's stated investment objectives, tolerance for risk, liquidity and suitability.

AMOUNT OF MANAGED ASSETS

As of December 31, 2017, we had the following amount of assets under management:

	Assets under management	Number of clients
Discretionary	$3,725,911,402	2270
Non-Discretionary	$0	0
Managed Assets Total	$3,725,911,402	2270

We also provided monitoring/consulting services to 73 pension plans with combined assets of $152,669,294.

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Item 5 - Fees and Compensation

PORTFOLIO MANAGEMENT FEES

Fees for management services will be a percentage of assets under management.

IRON Global Equity Plus Strategy Portfolios are charged a maximum annual fee of 0.70% of assets under management. These accounts have a minimum fee of $50 per quarter. An initial minimum of $250,000 is required for this service.

IRON S&P Equity Plus Strategy Portfolios are charged a maximum annual fee of 0.50% of assets under management. These accounts have a minimum fee of $50 per quarter. An initial minimum of $100,000 is required for this service.

IRON-TTAM All-Cap Alpha Equity Strategy Portfolios are charged a maximum annual fee of 0.75% of assets under management. These accounts have a minimum fee of $50 per quarter. An initial minimum of $300,000 is required for this service.

IRON Fixed Income Yield Only Portfolios are charged a maximum annual fee of 0.35% of assets under management. These accounts have a minimum fee of $50 per quarter. An initial minimum of $500,000 is required for this service.

IRON Select Portfolios and IRON Managed Portfolios are charged a maximum annual fee of 0.50 of assets under management. These accounts have a minimum fee of $50 per quarter. An initial minimum of $500,000 is required for this service.

IRON Fixed Income Total Return Portfolios are charged a maximum annual fee of 0.70% of assets under management. These accounts have a minimum fee of $50 per quarter. An initial minimum of $500,000 is required for this service.

IRON Risk Based Mutual Fund Portfolios Total Return portfolios are charged a maximum annual fee of 0.75% of assets under management. These accounts have a minimum fee of $50 per quarter. A minimum of $250,000 is required for this service.

IRON REIT Strategy Portfolios are charged a maximum annual fee of 0.70% of assets under management. These accounts have a minimum fee of $50 per quarter. An initial minimum of $100,000 is required for this service.

IRON ERISA 3(38) Investment Fiduciary Services are charged as follows:

0.10% of Plan assets annually for Plans with assets up to $10,000,000
0.09% of Plan assets annually for Plans with between $10,000,001 and $20,000,000 in assets
0.08% of Plan assets annually for Plans with between $20,000,001 and $30,000,000 in assets
0.07% of Plan assets annually for Plans with assets greater than or equal to $30,000,001

Portfolios in excess of $50,000,000 are negotiable

IRON ERISA 3(21) Investment Fiduciary Services are charged a maximum of 0.05% of Plan assets annually.

Corporate retirement plans using any or all of the services above will be charged as follows:

Assets under management	**Annual fee**
$0-$4,999,999	0.75%
$5,000,000 and above	negotiable

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Unless otherwise noted, the minimum portfolio size is $100,000. For retirement accounts, the minimum is $30,000 and there is no minimum for 401(k) accounts. The management fee will not be charged until the initial deposit is made.

Our fees are billed in arrears at the end of each calendar quarter based upon the value (market value or fair market value in the absence of market value), of the client's account at the end of the previous quarter. Quarterly fees are calculated by taking the annual billing percent, multiplying it by the month ending balance at the end of the billing period and dividing the total by 4. All fees are prorated for contributions and withdrawals during the billing period. Fees will be debited from the client's custodial account unless otherwise agreed to in writing. Sub Advised accounts may be billed in a different manner.

We may group certain related client accounts for the purposes of achieving the minimum account size and determining the annualized fee.

Our fees for managing the IRON Strategic Income Fund and the IRON Equity Premium Income Fund are disclosed in the fund's prospectus.

LIMITED NEGOTIABILITY OF ADVISORY FEES

We retain the discretion to negotiate alternative fees and minimums on a client-by-client basis. We may offer discounts to family members and friends of associated persons of our firm.

TERMINATION OF THE ADVISORY RELATIONSHIP

A client agreement may be canceled at any time, by either party, for any reason upon receipt of 5 days written notice. We do not charge fees in advance. Upon termination of any account, any earned but unpaid fees will be due and payable to IRON.

MUTUAL FUND FEES

All fees clients pay us for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds and/or ETFs to their shareholders. These fees and expenses are described in each fund's prospectus. These fees will generally include a management fee, other fund expenses, and a possible distribution fee. If the fund also imposes sales charges, a client may pay an initial or deferred sales charge.

A client could invest in a mutual fund directly, without our services. In that case, the client would not receive the services provided by our firm which are designed, among other things, to assist the client in determining which mutual fund or funds are most appropriate to each client's financial condition and objectives. Accordingly, the client should review both the fees charged by the funds and our fees to fully understand the total amount of fees to be paid by the client and to thereby evaluate the advisory services being provided.

Fees for managing the IRON Strategic Income Fund and the IRON Equity Premium Income Fund are disclosed in the fund's prospectus. IRON does not receive any fees from any mutual fund companies except IFUNX, IRNIX, CALLX and CALIX. If a client is invested in IFUNX, IRNIX, CALLX and/or CALIX, the client will not be charged a management fee by IRON for those assets invested in the fund at the account level. IRON as the investment advisor to IFUNX, IRNIX, CALLX and CALIX does receive a management fee directly from the mutual fund companies. Therefore, IRON's clients invested in IFUNX, IRNIX, CALLX and/or CALIX will be charged only one level of fees.

WRAP FEE PROGRAMS AND SEPARATELY MANAGED ACCOUNT FEES

Clients participating in separately managed account programs may be charged various program fees in addition to the advisory fee charged by our firm. Such fees may include the investment advisory fees of the independent advisors, which may be charged as part of a wrap fee arrangement. In a wrap fee arrangement,

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clients pay a single fee for advisory, brokerage and custodial services. Client's portfolio transactions may be executed without commission charge in a wrap fee arrangement. In evaluating such an arrangement, the client should also consider that, depending upon the level of the wrap fee charged by the broker-dealer, the amount of portfolio activity in the client's account, and other factors, the wrap fee may or may not exceed the aggregate cost of such services if they were to be provided separately. We will review with clients any separate program fees that may be charged to clients.

Discretionary Manager for Wrap Programs (Wrap Clients):

IRON serves as a Portfolio Manager in wrap fee programs. While we attempt to manage the Wrap Clients similarly to our other clients, the presence of the Wrap Sponsor effectively limits our control in doing so. Wrap Programs are arrangements in which investment advisory services, brokerage execution services and custody are provided by a sponsor for a single predetermined wrap fee (regardless of the number of trades completed by a Wrap Client). Generally, clients participating in a wrap program pay a single, all-inclusive fee to the Program Sponsor, based on the assets under management. IRON receives from the Program Sponsor a portion of the wrap fee for the portfolio management services it provides. The Wrap Sponsor has prepared a brochure which contains detailed information about its wrap program, including the wrap fee charged. Copies of the brochure are available from the Program Sponsor upon request. Wrap Clients should be aware that IRON will not be provided with sufficient information to perform an assessment as to the suitability of services for the Wrap Client. IRON relies on the Wrap Sponsor to determine not only the suitability of the services for the client, but also the suitability of the wrap fee programs for the client. IRON does not serve as a sponsor to any wrap or similar managed account programs.

Fees and Compensation – Wrap Clients:

The fee received by IRON is calculated as a fixed percentage of the assets under management within the Wrap Program. The range of fees is from 0.25% to 0.70% annually. Please see the Wrap Sponsors ADV Part 2 for a description of total fees paid by the Wrap Client to the Wrap Sponsor.

ADDITIONAL FEES AND EXPENSES

In addition to our advisory fees, clients are also responsible for the fees and expenses charged by custodians and imposed by broker-dealers, including, but not limited to, any transaction charges imposed by a broker-dealer with which an independent investment manager effects transactions for the client's account(s). Please refer to the Brokerage Practices (Item 12) of this brochure for additional information.

ADVISORY FEES IN GENERAL

Clients should note that similar advisory services may (or may not) be available from other registered (or unregistered) investment advisors for similar or lower fees.

Item 6 - Performance-Based Fees and Side-By-Side Management

We do not charge performance-based fees. However, we will be investing the IRON Equity Premium Income Fund in the same or similar manner as some separately managed accounts. Therefore, we may have an incentive to favor the IRON Equity Premium Income Fund over separately managed accounts that have the same or similar strategy. As a result, we have designed processes and procedures to ensure that we do not favor one fee-paying account over another. Please refer to the Brokerage Practices (Item 12) of this brochure for additional information.

Item 7 - Types of Clients

We provide advisory services to the following types of clients:

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1. Individuals (other than high net worth individuals)
2. High net worth individuals
3. Investment companies (including mutual funds)
4. Pension and profit sharing plans (other than Plan Participants)
5. Charitable organizations
6. Corporations or other businesses not listed above

As previously disclosed in Fees and Compensation (Item 5), we have established certain initial minimum account requirements, based on the nature of the service(s) being provided. For a more detailed understanding of those requirements, please review the disclosures provided in each applicable service.

Item 8 - Methods of Analysis, Investment Strategies and Risk of Loss

METHODS OF ANALYSIS

We use the following methods of analysis in formulating our investment advice and/or managing client assets:

Charting:

In this type of technical analysis, we review charts of market and security activity in an attempt to identify when the market is moving up or down. This may help us determine when and how long the trend may last and when that trend might reverse.

Fundamental Analysis:

We attempt to measure the intrinsic value of a security by looking at economic and financial factors (including the overall economy, industry conditions, and the financial condition and management of the company itself) to determine if the company is underpriced (indicating it may be a good time to buy) or overpriced (indicating it may be time to sell).

Fundamental analysis does not attempt to anticipate market movements. This presents a potential risk, as the price of a security can move up or down along with the overall market regardless of the economic and financial factors considered in evaluating the stock.

Technical Analysis:

We analyze past market movements and apply that analysis to the present in an attempt to recognize recurring patterns of investor behavior and potentially predict future price movement. Technical analysis does not consider the underlying financial condition of a company. This presents a risk in that a poorly-managed or financially unsound company may underperform regardless of market movement.

Quantitative Analysis:

Quantitative methods include analysis of historical data such as price and volume statistics, performance data, standard deviation and related risk metrics, how the security performs relative to the overall stock market, earnings data, price to earnings ratios, and related data.

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Risks for all forms of analysis:

Our securities analysis methods rely on the assumption that the companies whose securities we purchase and sell, the rating agencies that review these securities, and other publicly-available sources of information about these securities, are providing accurate and unbiased data. While we are alert to indications that data may be incorrect, there is always a risk that our analysis may be compromised by inaccurate or misleading information.

INVESTMENT STRATEGIES

We use the following strategy(ies) in managing client accounts, provided that such strategy(ies) are appropriate to the needs of the client and consistent with the client's investment objectives, risk tolerance, and time horizons, among other considerations:

Long-term purchases:

We purchase securities with the idea of holding them in the client's account for a year or longer. Typically we employ this strategy when:

1. We believe the securities to be currently undervalued, and/or

2. We want exposure to a particular asset class over time, regardless of the current projection for this class.

A risk in a long-term purchase strategy is that by holding the security for this length of time, we may not take advantage of short-term gains that could be profitable to a client. Moreover, if our predictions are incorrect, a security may decline sharply in value before we make the decision to sell.

Short-term purchases:

When utilizing this strategy, we purchase securities with the idea of selling them within a relatively short time (typically a year or less). We do this in an attempt to take advantage of conditions that we believe will soon result in a price swing in the securities we purchase.

A short-term purchase strategy poses risks should the anticipated price swing not materialize; we are then left with the option of having a long-term investment in a security that was designed to be a short-term purchase, or potentially taking a loss.

In addition, this strategy involves more frequent trading than does a longer-term strategy, and will result in increased brokerage and other transaction-related costs, as well as less favorable tax treatment of short-term capital gains.

Trading:

We purchase securities with the idea of selling them very quickly (typically within 30 days or less). We do this in an attempt to take advantage of brief price swings.

Utilizing a trading strategy creates the potential for sudden losses if the anticipated price swing does not materialize. Moreover, under those circumstances, we are left with few options:

1. Having a long-term investment in a security that was designed to be a short-term purchase, or

2. The potential of having to take a loss.

In addition, because this strategy involves more frequent trading than does a longer-term strategy, there will

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be a resultant increase in brokerage and other transaction-related costs, as well as less favorable tax treatment of short-term capital gains.

Short sales:

We may borrow shares of a stock for a client's portfolio from someone who owns the stock on a promise to replace the shares on a future date at a certain price. Those borrowed shares are then sold. On the agreed-upon future date, we buy the same stock and return the shares to the original owner. We engage in short selling based on our determination that the stock will go down in price after we have borrowed the shares. If we are correct and the stock price has gone down since the shares were purchased from the original owner, the client's account realizes the profit.

Short selling may result in some unique risks:

1. *Losses can be infinite.* A short sale loses when the stock price rises, and a stock is not limited (at least, theoretically) in how high it can go. For example, if you short 100 shares at $50 each, hoping to make a profit but the shares increase to $75 per share, you'd lose $2,500. On the other hand, the price of a stock cannot fall below $0, which limits your potential upside.

2. *Short squeezes can wring out profits.* As stock prices increase, short seller losses also increase as sellers rush to buy the stock to cover their positions. This increase in demand, in turn, further drives the prices up.

3. *Timing.* Even if we are correct in determining that the price of a stock will decline, we run the risk of incorrectly determining when the decline will take place (i.e., being right too soon). Although a company is overvalued, it could conceivably take some time for the price to come down; during which you are vulnerable to interest, margin calls, etc.

4. *Inflation.* History has shown that over the long term, most stocks appreciate. Even if a company barely improves over time, inflation should drive its share price up somewhat. In fact, short selling may not be appropriate in times of inflation for that very reason, as prices may adjust upwards regardless of the value of the stock.

Margin transactions:

We may purchase securities for your portfolio with money borrowed from your brokerage account. This allows you to purchase more stock than you would be able to with your available cash and allows us to purchase stock without selling other holdings.

A risk in margin trading is that, in volatile markets, securities prices can fall very quickly. If the value of the securities in your account minus what you owe the broker falls below a certain level, the broker will issue a "margin call," and you will be required to sell your position in the security purchased on margin or add more cash to the account. In some circumstances, you may lose more money than you originally invested.

Option writing:

We may use options as an investment strategy. An option is a contract that gives the buyer the right, but not the obligation, to buy or sell an asset (such as a share of stock) at a specific price on or before a certain date. An option, just like a stock or bond, is a security. An option is also a derivative because it derives its value from an underlying asset.

The two types of options are calls and puts:

1. A call gives the holder the right to buy an asset at a certain price within a specific period of time. We

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will buy a call if we have determined that the stock will increase substantially before the option expires.

2. A put gives the holder the right to sell an asset at a certain price within a specific period of time. We will buy a put if we have determined that the price of the stock will fall before the option expires.

We may use options to speculate on the possibility of a sharp price swing. We may also use options to "hedge" a purchase of the underlying security; in other words, we will use an option purchase to limit the potential upside and downside of a security we have purchased for a client's portfolio.

We use "covered calls", in which we sell an option on a security you own. In this strategy, you receive a fee for making the option available, and the person purchasing the option has the right to buy the security from you at an agreed-upon price and date.

We may use a "spreading strategy", in which we purchase two or more option contracts (for example, a call option that you buy and a call option that you sell) for the same underlying security. This effectively puts you on both sides of the market, but with the ability to vary price, time and other factors.

A risk of covered calls is that the option buyer does not have to exercise the option, so that if we want to sell the stock prior to the end of the option agreement, we have to buy the option back from the option buyer, for a possible loss.

A risk of spreading strategies is that the ability to fully profit from a price swing is limited.

Risk of Loss:

Securities investments are not guaranteed and you may lose money on your investments. We ask that you work with us to help us understand your tolerance for risk.

Item 9 - Disciplinary Information

We are required to disclose any legal or disciplinary events that are material to a client's or prospective client's evaluation of our advisory business or the integrity of our management.

Our firm and our management personnel have no reportable disciplinary events to disclose.

Item 10 - Other Financial Industry Activities and Affiliations

Mutual Funds:

As previously disclosed in Advisory Business (Item 4) and Fees and Compensation (Item 5) of this brochure, we are the investment advisor to the IRON Strategic Income Fund and the IRON Equity Premium Income Fund, both are investment companies registered under the Investment Company Act of 1940. We are related to these Mutual Funds through common control. Please refer to these items for a detailed explanation of this relationship and important conflict of interest disclosures.

For additional information, the Fund Prospectus and Statement of Additional Information are available on-line at www.**ironfunds.com**. Prospective investors should review these documents carefully before making any investment in the Mutual Funds.

IRON Financial, LLC, is also affiliated with IRON Corporate Retirement Services, LLC, and IRON Administration, LLC. Registrant uses "IRON Asset Management", "The IRON Financial Companies", "IRON Holdings, LLC","IRON Financial, LLC" ,"IRON Retirement", and "IRON Investments" and are on its business cards and materials to denote the affiliation and business names for the companies above.

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Pension consulting firm:

Our affiliate, IRON Corporate Retirement Services, LLC, provides ancillary services to a broad range of employer-sponsored retirement plans. Another affiliate, IRON Administration, LLC, provides plan design and administration to a broad range of employer-sponsored retirement plans.

Advisory clients in need of corporate retirement services may be referred to IRON Corporate Retirement Services, LLC, and/or IRON Administration, LLC. Clients of IRON Corporate Retirement Services, LLC and/or IRON Administration, LLC, in need of Investment Advisory Services may be referred to IRON Financial, LLC.

Our advisory fees are separate and distinct from any fees charged by IRON Corporate Retirement Services, LLC and IRON Administration, LLC unless the client has negotiated a bundled fee. No client of IRON Financial, LLC is obligated to retain the services of IRON Corporate Retirement Services, LLC and/or IRON Administration, LLC. Additionally no client of IRON Corporate Retirement Services, LLC and/or IRON Administration, LLC is obligated to retain the services of IRON Financial, LLC.

Clients should be aware that the receipt of additional compensation by our affiliates creates a conflict of interest that may impair the objectivity of our firm when recommending the use of our affiliates. We endeavor at all times to put the interest of our clients first as part of our fiduciary duty as a registered investment advisor; we take the following steps to address this conflict:

1. We disclose to clients the existence of all material conflicts of interest, including the potential for our firm and our employees to earn compensation from advisory clients in addition to our firm's advisory fees;

2. We disclose to clients that they are not obligated to purchase recommended investment products or services from our employees or affiliated companies;

3. We collect, maintain and document accurate, complete and relevant client background information, that may include the client’s financial goals, objectives and risk tolerance;

4. Our firm's management conducts regular reviews of each client account to verify that all recommendations made to a client are suitable to the client’s needs and circumstances;

5. We require that our employees seek prior approval of any outside employment activity so that we may ensure that any conflicts of interests in such activities are properly addressed;

6. We educate our employees regarding the responsibilities of a fiduciary, including the need for having a reasonable and independent basis for the investment advice provided to clients.

Item 11 - Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

Our firm has adopted a Code of Ethics which sets forth high ethical standards of business conduct that we require of our employees, including compliance with applicable federal securities laws.

Our firm and our personnel owe a duty of loyalty, fairness and good faith towards our clients, and have an obligation to adhere not only to the specific provisions of the Code of Ethics but to the general principles that guide the Code.

Our Code of Ethics includes policies and procedures for the review of quarterly securities transactions reports, as well as initial and annual securities holdings reports that must be submitted by the firm’s access persons. Among other things, our Code of Ethics also requires the prior approval of any acquisition of

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securities in a limited offering (e.g., private placement) or an initial public offering ("IPO"). Our Code of Ethics also provides for oversight, enforcement and recordkeeping provisions.

Our Code of Ethics further includes the firm's policy prohibiting the use of material non-public information. While we do not believe that we have any particular access to non-public information, all employees are reminded that such information may not be used in a personal or professional capacity.

A copy of our Code of Ethics is available to our advisory clients and prospective clients. You may request a copy by email: sent to rlakin@ironfinancial.com, or by calling us at 847-715-3200.

Our firm and individuals associated with our firm are prohibited from engaging in principal transactions and agency-cross transactions.

As previously disclosed in this brochure, we are the investment advisor to an affiliated mutual fund. Please refer to Advisory Business (Item 4) and Fees and Compensation (Item 5) for a detailed explanation of this relationship and important conflict of interest disclosure.

In addition, access persons of our firm are required to report all personal securities transactions conducted in our affiliated mutual fund(s).

Our Code of Ethics is designed to assure that the personal securities transactions, activities and interests of our employees will not interfere with (i) making decisions in the best interest of advisory clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts.

Our firm and/or individuals associated with our firm may buy or sell for their personal accounts securities identical to or different from those recommended to our clients. In addition, any related person(s) may have an interest or position in a certain security(ies) which may also be recommended to a client.

It is the expressed policy of our firm that no person employed by us may purchase or sell any security prior to a transaction(s) being implemented for an advisory account, thereby preventing such employee(s) from benefiting from transactions placed on behalf of advisory accounts.

IRON may aggregate our employee trades with client transactions where possible and when compliant with our duty to seek best execution for our clients. In these instances, participating clients will receive an average share price and transaction costs will be shared equally and on a pro-rata basis. In the instances where there is a partial fill of a particular batched order, we will allocate all purchases pro-rata, with each account paying the average price. Our employee accounts will be included in the pro-rata allocation.

As these situations represent actual or potential conflicts of interest to our clients, we have established the following policies and procedures for implementing our firm's Code of Ethics, to ensure our firm complies with its regulatory obligations and provides our clients and potential clients with full and fair disclosure of such conflicts of interest:

1. No principal or employee of our firm may put his or her own interest above the interest of an advisory client.

2. No principal or employee of our firm may buy or sell securities for their personal portfolio(s) where their decision is a result of information received as a result of his or her employment unless the information is also available to the investing public.

Our firm requires prior approval for any IPO or private placement investments by access or access related persons of the firm.

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IRON may maintain a list of all reportable securities holdings for our firm and anyone associated with this advisory practice that has access to advisory recommendations. These holdings are reviewed on a regular basis by our firm's Chief Compliance Officer or his/her designee. We have established procedures for the maintenance of all required books and records.

All of our principals and employees must act in accordance with all applicable Federal and State regulations governing registered investment advisory practices.

IRON requires delivery and acknowledgment of the Code of Ethics by each supervised person of our firm.

IRON has established policies requiring the reporting of Code of Ethics violations to our senior management team.

Any individual who violates any of the above restrictions may be subject to termination.

Item 12 - Brokerage Practices

We will block trades where possible and when advantageous to clients. This blocking of trades permits the trading of aggregate blocks of securities composed of assets from multiple client accounts, so long as transaction costs are shared equally and on a pro-rated basis between all accounts included in any such block.

Block trading may allow us to execute equity trades in a timelier, more equitable manner, and at an average share price. We will typically aggregate trades among clients whose accounts can be traded at a given broker, and generally will rotate or vary the order of brokers through which we place trades for clients on any particular day. If we are unable to aggregate trades due to the fact that client accounts are on different platforms, we will seek to execute the trades in a manner so that one platform is not favored over another.

We may recommend that clients establish brokerage accounts with the Schwab Institutional division of Charles Schwab & Co., Inc. (“Schwab”), a FINRA registered broker-dealer, member SIPC, to maintain custody of clients’ assets and to effect trades for their accounts. Although we may recommend that clients establish accounts at Schwab, it is the client’s decision to custody assets with Schwab. We are independently owned and operated and not affiliated with Schwab.

Schwab provides us with access to its institutional trading and custody services, which are typically not available to Schwab retail investors. These services generally are available to independent investment advisors on an unsolicited basis, at no charge to them so long as a total of at least $10 million of the advisor’s clients’ assets are maintained in accounts at Schwab Institutional. These services are not contingent upon our committing to Schwab any specific amount of business (assets in custody or trading commissions). Schwab’s brokerage services include: the execution of securities transactions, custody, research, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment.

Schwab generally does not charge separately for custody services but is compensated by account holders through commissions and other transaction related or asset-based fees for securities trades that are executed through Schwab or that settle into Schwab accounts.

Schwab Institutional also makes available to us other products and services that benefit us but may not directly benefit clients’ accounts. Many of these products and services may be used to service all or some substantial number of our accounts, including accounts not maintained at Schwab.

Schwab’s products and services that assist us in managing and administering clients’ accounts include software and other technology that: (i) provide access to client account data (such as trade confirmations and account statements): (ii) facilitate trade execution and allocate aggregated trade orders for multiple client accounts; (iii) provide research, pricing and other market data; (iv) facilitate payment of our fees from clients’ accounts; and (v) assist with back-office functions, recordkeeping and client reporting.

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Schwab Institutional also offers other services intended to help us manage and further develop its business enterprise. These services may include: (i) compliance, legal and business consulting; (ii) publications and conferences on practice management and business succession; and (iii) access to employee benefits providers, human capital consultants and insurance providers. Schwab Institutional may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to us. Schwab Institutional may also provide other benefits such as: educational events or occasional business entertainment for our personnel. In evaluating whether to recommend a client custody their assets at Schwab, we may take into account the availability of some of the foregoing products and services and other arrangements as part of the total mix of factors it considers and not solely on the nature, cost or quality of custody and brokerage services provided by Schwab, which may create a potential conflict of interest.

Advisor participates in the institutional advisor program ("the Program") offered by TD Ameritrade Institutional ("TD Ameritrade"). TD Ameritrade Institutional is a division of TD Ameritrade Inc., member FINRA/SIPC, an unaffiliated SEC-registered broker-dealer and FINRA member. TD Ameritrade offers to independent investment advisors services which include: custody of securities, trade execution, clearance and settlement of transactions. Advisor receives some benefits from TD Ameritrade through its participation in the Program. Please refer to the Client Referrals and Other Compensation (Item 14) of this brochure for additional information.

There is no direct link between our firm's participation in the Program and the investment advice we give to our clients, although we receive economic benefits through our participation in the Program that are typically not available to TD Ameritrade retail investors.

These benefits include the following products and services (provided without cost or at a discount): duplicate client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving Advisor Participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts); the ability to have advisory fees deducted directly from client accounts; access to an electronic communications network for client order entry and account information; access to mutual funds with no transaction fees and to certain Institutional Money Managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to Advisor by third party vendors. TD Ameritrade may also pay for business consulting and professional services received by and may also have paid or reimburse expenses (including travel, lodging, meals and entertainment expenses) for our personnel to attend conferences or meetings relating to the Program or to TD Ameritrade's advisor custody and brokerage services generally.

Some of the products and services made available by TD Ameritrade through the program may benefit Advisor but may not benefit its client accounts. These products or services may assist Advisor in managing and administering client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help Advisor manage and further develop its business enterprise. The benefits received by Advisor or its personnel through participation in the Program do not depend on the amount of brokerage transactions directed to TD Ameritrade. Clients should be aware, however, that the receipt of economic benefits by Advisor or its related persons in and of itself creates a potential conflict of interest and may indirectly influence our recommendation of TD Ameritrade for custody and brokerage services.

Item 13 - Review of Accounts

REVIEWS

While the underlying securities within Individual Portfolio Management Services accounts are monitored, these accounts are reviewed at least quarterly. Accounts are reviewed in the context of each client's stated investment objectives and guidelines. More frequent reviews may be triggered by material changes in variables such as the client's individual circumstances, or the market, political or economic environment.

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These accounts are reviewed by: Aaron Izenstark, President and Chief Investment Officer; Ted Connolly, Co-Portfolio Manager and Fixed Income Specialist; and Joe Fanaro, Co-Portfolio Manager, Analyst and Trader. Operations and Compliance may also review accounts.

Reports: In addition to the monthly statements and confirmations of transactions that clients receive from their broker-dealer, upon request we provide reports summarizing account performance, balances and holdings.

Item 14 - Client Referrals and Other Compensation

CLIENT REFERRALS

Our firm may pay referral fees to independent persons or firms ("Solicitors") for introducing clients to us. Whenever we pay a referral fee, we require the Solicitor to provide the prospective client with a copy of this brochure and a separate disclosure statement that includes the following information:

1. The Solicitor's name and relationship with our firm;

2. The fact that the Solicitor is being paid a referral fee;

3. The amount of the fee; and

4. Whether the fee paid to us by the client will be increased above our normal fees in order to compensate the Solicitor.

The compensation we pay to those persons who may solicit or refer clients to us may be either a one-time referral or a percentage of the advisory fees we earn for the management of the referred client's account. The ongoing compensation may range from 15% to 50% of the advisory fees earned depending on the particular circumstances of the relationship. The on-going compensation will continue to be paid for so long as the referred client remains our advisory client.

As disclosed under Item 12, Brokerage Practices, Advisor participates in TD Ameritrade’s institutional customer program and Advisor may recommend TD Ameritrade to clients for custody and brokerage services. There is no direct link between Advisor’s participation in the Program and the investment advice it gives to its clients, although Advisor receives economic benefits through its participation in the Program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving Advisor Participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts); the ability to have advisory fees deducted directly from client accounts; access to an electronic communications network for client order entry and account information; access to mutual funds with no transaction fees and to certain Institutional Money Managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to Advisor by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by Advisor’s related persons.

Some of the products and services made available by TD Ameritrade through the Program may benefit Advisor but may not benefit its client accounts. These products or services may assist Advisor in managing and administering client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help Advisor manage and further develop its business enterprise. The benefits received by Advisor or its personnel through participation in the Program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, Advisor endeavors at all times to put the interests of its clients first. Clients should be aware,

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however, that the receipt of economic benefits by Advisor or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the our recommendation of TD Ameritrade for custody and brokerage services.

Advisor may receive client referrals from TD Ameritrade through its participation in TD Ameritrade AdvisorDirect ("AdvisorDirect"). In addition to meeting the minimum eligibility criteria for participation in AdvisorDirect, Advisor may have been selected to participate in AdvisorDirect based on the amount and profitability to TD Ameritrade of the assets in, and trades placed for, client accounts maintained with TD Ameritrade. TD Ameritrade is a discount broker-dealer independent of and unaffiliated with Advisor and there is no employee or agency relationship between them. TD Ameritrade has established AdvisorDirect as a means of referring its brokerage customers and other investors seeking fee-based personal investment management services or financial planning services to independent investment advisors. TD Ameritrade does not supervise Advisor and has no responsibility for Advisor's management of client portfolios or Advisor's other advice or services. Advisor pays TD Ameritrade an on-going fee for each successful client referral. This fee is usually a percentage (not to exceed 25%) of the advisory fee that the client pays to Advisor ("Solicitation Fee"). Advisor will also pay TD Ameritrade the Solicitation Fee on any advisory fees received by Advisor from any of a referred client's family members, including a spouse, child or any other immediate family member who resides with the referred client and hired Advisor on the recommendation of such referred client. Advisor will not charge clients referred through AdvisorDirect any fees or costs higher than its standard fee schedule offered to its clients or otherwise pass Solicitation Fees paid to TD Ameritrade to its clients. For information regarding additional or other fees paid directly or indirectly to TD Ameritrade, please refer to the TD Ameritrade AdvisorDirect Disclosure and Acknowledgement Form.

Advisor's participation in AdvisorDirect raises potential conflicts of interest. TD Ameritrade will most likely refer clients through AdvisorDirect to investment advisors that encourage their clients to custody their assets at TD Ameritrade and whose client accounts are profitable to TD Ameritrade. Consequently, in order to obtain client referrals from TD Ameritrade, Advisor may have an incentive to recommend to clients that the assets under management by Advisor be held in custody with TD Ameritrade and to place transactions for client accounts with TD Ameritrade. In addition, Advisor has agreed not to solicit clients referred to it through AdvisorDirect to transfer their accounts from TD Ameritrade or to establish brokerage or custody accounts at other custodians, except when its fiduciary duties require doing so. Advisor's participation in AdvisorDirect does not diminish its duty to seek best execution of trades for client accounts.

Registrant serves on the TD Ameritrade Institutional President's Council ("Council"). The Council consists of independent investment advisors that advise TD Ameritrade Institutional ("TDA Institutional") on issues relevant to the independent advisor community. The Council meets in person on average 1-2 times per year and conducts periodic conference calls on an as-needed basis. At times, Council members are provided confidential information about TDA Institutional initiatives. Council members are required to sign confidentiality agreements. TD Ameritrade, Inc. ("TD Ameritrade") does not compensate Council members. However, TD Ameritrade pays or reimburses Registrant for the travel, lodging and meal expenses Registrant incurs in attending Council meetings. The benefits received by Registrant or its personnel by serving on the Council do not depend on the amount of brokerage transactions directed to TD Ameritrade. Clients should be aware, however, that the receipt of economic benefits by Registrant or its related persons in and of itself creates a potential conflict of interest and may indirectly influence Registrant's recommendation of TD Ameritrade for custody and brokerage services.

Registrant serves on the TD Ameritrade Institutional Advisor Panel ("Panel"). The Panel consists of approximately thirty (30) independent investment advisors that advise TD Ameritrade Institutional on issues relevant to the independent advisor community. The Panel meets in person on average three to four times per year and conducts periodic conference calls on an as-needed basis. Investment advisors are appointed to serve on the Panel for three-year terms by TDA Institutional senior management. An investment advisor may serve longer than three years if appointed to additional terms by TDA Institutional senior management. Registrant's current term expires on July 31, 2019. At times, Panel members are provided confidential information about TDA Institutional initiatives. Panel members are required to sign

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confidentiality agreements. TD Ameritrade, Inc. does not compensate Panel members. However, TD Ameritrade pays or reimburses Registrant for the travel, lodging and meal expenses Registrant incurs in attending Panel meetings. The benefits received by Registrant or its personnel by serving on the Panel do not depend on the amount of brokerage transactions directed to TD Ameritrade. Clients should be aware, however, that the receipt of economic benefits by Registrant or its related persons in and of itself creates a potential conflict of interest and may indirectly influence Registrant's recommendation of TD Ameritrade for custody and brokerage services.

Clients should be aware, however, that IRON's receipt of economic benefits in and of itself creates a potential conflict of interest and may indirectly influence our recommendation of TD Ameritrade for custody and brokerage services.

As a matter of firm practice, the advisory fees paid to us by clients referred by solicitors are not increased as a result of any referral.

It is our policy not to accept or allow our related persons to accept any form of compensation, including cash, sales awards or other prizes, from a non-client in conjunction with the advisory services we provide to our clients.

Item 15 - Custody

We previously disclosed in the Fees and Compensation (Item 5) of this brochure that our firm directly debits advisory fees from client accounts.

We will not have possession of client's cash or securities. Clients will receive confirmations for each transaction, as they occur, from the custodian of the account. Clients will also receive a monthly statement from the custodian summarizing all activities in their account(s).

As part of the billing process, the client's custodian is advised of the amount of the fee to be deducted from that client's account. On at least a quarterly basis, the custodian is required to send to the client a statement showing all transactions within the account during the reporting period.

Because the custodian does not calculate the amount of the fee to be deducted, it is important for clients to carefully review their custodial statements to verify the accuracy of the calculation, among other things. Clients should contact us directly if they believe that there may be an error in their statement.

Our firm does not have actual or constructive custody of client accounts.

Item 16 - Investment Discretion

Clients hire us to provide discretionary asset management services, in which case we place trades in a client's account without contacting the client prior to each trade to obtain the client's permission.

Our discretionary authority includes the ability to do the following without contacting the client:

1. Determine the security to buy or sell; and/or

2. Determine the amount of the security to buy or sell

Clients give us discretionary authority when they sign a discretionary agreement with our firm, and may limit this authority by giving us written instructions. Clients may also change/amend such limitations by once again providing us with written instructions.

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Clients may have non-discretionary assets in their accounts.

Item 17 - Voting Client Securities

Except as noted below, we do not vote proxies on behalf of clients. Therefore, although our firm may provide investment advisory services relative to client investment assets, clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets. Clients are responsible for instructing each custodian of the assets, to forward to the client copies of all proxies and shareholder communications relating to the client's investment assets.

We may provide clients with consulting assistance regarding proxy issues if they contact us with questions at our principal place of business.

As the Investment Advisor to, the IRON Strategic Income Fund and the IRON Equity Premium Income Fund, we do have the authority and responsibility to vote all proxies on behalf of the respective funds. Proxy voting is an important right and responsibility and our policy is to always vote proxies in the best interest of the shareholders of the fund.

We may vote proxies as the Portfolio Manager to Wrap Program(s).

Item 18 - Financial Information

We have no additional financial circumstances to report.

Under no circumstances do we require or solicit payment of fees in excess of $1,200 per client more than six months in advance of services rendered. Therefore, we are not required to include a financial statement.

We have not been the subject of a bankruptcy petition at any time during the past ten years.

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IRON'S PRIVACY POLICY

The security and confidentiality of information we maintain about our clients is a top priority at IRON Holdings LLC, IRON Financial LLC and IRON Corporate Retirement Services LLC (collectively "IRON"). The primary purpose of obtaining information from investors is to comply with relevant securities laws, provide better service and to enhance our ability to effectively manage your assets. This notice describes the types of information we collect, the ways we protect the confidentiality of this information, and when this information may be shared with others. The provisions of this notice will apply to former as well as current clients.

INFORMATION WE COLLECT

IRON collects and uses various types of information to service your account, process transactions and to better understand your investment objectives and requirements.

The personal information we collect about our clients includes the following:

1. Information gathered from applications, forms and other information you provide us, whether in writing, in person, by telephone, electronically or by any other means, such as your name, address, social security number, assets, income and investment objectives.
2. Information about your transactions and your account history with IRON, such as your account balances and trading activity.
3. All correspondence between IRON and our clients.

DISCLOSURE TO THIRD PARTIES

We **DO NOT** disclose any nonpublic personal information to non-affiliated third parties except as required to service your account or as permitted by applicable law. For example, we may disclose personal information to cooperate with regulatory authorities and law enforcement agencies. We do not sell, license, lease or otherwise disclose your personal information to any third party except as described above.

SHARING INFORMATION WITH OUR AFFILIATES

We may share the personal information described above with our affiliates in order to service and manage accounts.

POLICY AND PRACTICES TO PROTECT PERSONAL INFORMATION

We restrict access to client's personal information to those employees who need to know in order to conduct our business. We maintain physical, electronic, and procedural safeguards that comply with applicable law to protect the integrity of your personal information.

ANNUAL OFFER OF FORM ADV, PART II

IRON Financial LLC, is registered with the SEC as an investment advisor. As a result of our registration we are required to offer to deliver a current copy of our disclosure document or Form ADV, Part 2 to all advisory clients. ***If you wish to receive a current copy of our disclosure document or Form ADV, Part 2 or have any questions regarding our Privacy Notice please contact us at 847-715-3200.***

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Service Provider Fee Assessment

Service Provider Name: Iron Financial Plan Name: Elite Academic Academy 403(b)

☒ As plan sponsor, I authorize EPIC to pull fees from plan assets based on: ☐ Fees will not be pulled from plan assets
- ☐ an invoice or emailed instructions from the service provider; or
- ☒ the following schedule.

Fees to be calculated using one of the following methods:

☐ **Flat amount**
- ☐ Pro-rata annual $_____(pro-rata on assets)
- ☐ Per-capita annual $_____(per participant)
- ☐ Bps:_____(pro-rate on assets)

OR

☒ **Tiered (pro-rate on assets)**

☐ Graduated Tiers:
- _____bps on first $_____ to $_____
- _____bps on next $_____ to $_____
- _____bps on next $_____ to $_____
- _____bps on next $_____ to $_____
- _____bps on next $_____ to $_____

OR

☒ Flat Tiers:
- 10 bps if total assets between $ 0 and $ 10,000,000.00
- 9 bps if total assets between $ 10,000,001.00 and $ 20,000,000.00
- 8 bps if total assets between $ 20,000,001.00 and $ 30,000,000.00
- 7 bps if total assets between $ 30,000,001.00 and $_____
- _____bps if total assets between $_____and $_____

Payment to be calculated:

- ☐ Annually, on _____(MM/DD)
- ☐ In advance of the quarter (1/1, 4/1, 7/1, 10/1)
- ☒ At the end of the quarter (3/31, 6/30, 9/30, 12/31)

Exclude from fee calculation:

Fund types
- ☐ Loans
- ☒ Self-Directed Brokerage Accounts
- ☐ Manual Funds
- ☐ Other_____
- ☐ None

Account types
- ☐ Terminated employees
- ☐ Forfeiture accounts
- ☒ None

Payment Method (*please attach a current W9*):

- ☐ Check*
- ☒ ACH
- ☐ Wire

Payee Name*: IRON FINANCIAL
Payee Address*: 630 Dundee Road, Suite 630 Northbrook,IL 60062
Email Address*: bobc@ironfinancial.com
Bank Name: Republic Bank
Bank Address: Lousville, KY
Bank ABA: 083001314
Account Name: IRON Financial, LLC
Address of account holder: 630 Dundee Road, Northbrook, IL 60062
Account #: 56833466

*If check, only fields marked with an asterics are required.

Service Provider: Richard Lakin Date: 12/20/2018

Plan Sponsor: Meghan Freeman Date: 01/21/2019

Elite Academic Academy 403(b)
2060-D E. Avenida De Los
Aroboles #504
Thousand Oaks, CA 91362-####

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Elite Academic Academy 403(b)
Explanation of Fees and Services

December 17, 2018

Questions?:
Email us: cstccommunications@schwab.com

Meghan Freeman
2060-D E. Avenida De Los
Aroboles #504
Thousand Oaks, CA 91362-####

Dear Plan Sponsor,

The Employee Retirement Income Security Act of 1974, as amended (ERISA) requires employee benefit plan fiduciaries to act solely in the interests of, and for the exclusive benefit of, plan participants and beneficiaries. As part of that obligation, plan fiduciaries should consider cost, among other things, when choosing investment options for the plan and selecting plan service providers.

The enclosed plan fee and services disclosure is intended to help you understand compensation that Schwab may earn for services provided for Elite Academic Academy 403(b) for fees in effect as of 12/17/2018 and may assist you in making cost-benefit decisions with respect to the plan.

If you have any questions regarding the information on the enclosed report, please contact the plan's third party administrator or recordkeeper.

Sincerely,

Charles Schwab Bank

Independent investment advisors are not owned by, affiliated with, or supervised by Schwab.
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Elite Academic Academy 403(b)

Explanation of Fees and Services

I N S I D E:

Executive Summary
Services Provided by Schwab
Status as a Fiduciary
Trust, Custody, and Reporting Fees
Investment-Related Fees

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EXECUTIVE SUMMARY

As a retirement plan fiduciary, you play an important role in helping participants make the most of their retirement savings. Participants rely on you to understand the administrative fees paid by their plan and to make sure those fees are reasonable and prudent in light of the services received. We're pleased that you've chosen Charles Schwab Bank to custody the accounts included in this report. We believe in the value of our service, and we fully support your effort and obligation to ensure an appropriate balance of fees and services for your accounts.

This report details the fees your plan accounts currently pay for administrative services provided by Schwab[1], as further defined in this report. We've tried to make the report as comprehensive and easy to understand as possible. As you review it, keep in mind that the plan-level information it contains is a snapshot gathered from the plan recordkeeper or from Schwab's internal databases on or near the date shown in the Plan Assets table below. Also please remember that fees can change based on changes you make to your fund line-up, services we provide at your request, transactions that take place in your plan and other factors. We will notify you if the fees reported here change.

If you have questions about your plan accounts or about Schwab's fees or services after reviewing this report, please feel free to contact your Client Service Manager[2]. We'd be happy to help you.

Investment Products: Not FDIC Insured - No Bank Guarantee - May Lose Value

Accounts Included in This Report

Account Number	Account Name
New Core	Elite Academic Academy 403(b)

1 Charles Schwab Bank provides trust and custody services with respect to retirement plans and other employee benefit plans and individual retirement accounts. Charles Schwab Bank is an affiliate of Charles Schwab & Co., Inc., member SIPC who offers brokerage products and services. Each of these entities is a wholly owned subsidiary of The Charles Schwab Corporation.

2 The information in this report is confidential and may not be disclosed by the employer or the employer's agent to any party other than the plan, the plan sponsor, a party providing services to the plan or plan sponsor, or plan participants and beneficiaries, without prior consent from Charles Schwab Bank.

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Plan Assets as of 12/17/2018

Asset Type	Market Value
Plan Level Assets	
Core Assets	$380,000.00
Participant Loans	$0.01
Total	$380,000.01

Summary of Estimated Annual Fees - Trust, Custody, and Reporting Services

Description of Fees / Services	Estimated Amount
Trust / Custody Fees	
Annual Base Fee	$500.00
Annual Market Value Fee	$304.00
Disbursement Fees	See Details
Additional Fees	See Details

Summary of Estimated Annual Shareholder Servicing Payments

As directed trustee or custodian, Charles Schwab Bank (the "Bank") receives shareholder servicing payments from mutual funds and collective trust funds held as investment options under the plan. The Bank may retain all or a portion of these payments for such services provided. Your recordkeeper will allocate any remaining shareholder servicing payments to the plan or otherwise use such funds to pay legitimate fees and expenses otherwise payable by the plan. The Bank provides a reporting of all shareholder servicing payments received for your review.

Description	Estimated Amount
Shareholder Servicing Payments Retained by Charles Schwab Bank	$24.00
Remaining Shareholder Servicing Payments to Offset Plan Expenses	$123.00

Election for Handling of Shareholder Servicing Payments:

The plan fiduciary has directed the Bank to send the remaining shareholder servicing payments to the plan's recordkeeper.

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Overview
The Employee Retirement Income Security Act of 1974 (ERISA), as amended, requires employee benefit plan fiduciaries to act solely in the interests of, and for the exclusive benefit of, plan participants and beneficiaries. As part of that obligation, plan fiduciaries should consider cost, among other things, when choosing investment options for the plan and selecting plan service providers.

The information in this report is provided by Charles Schwab Bank, as a Covered Service Provider, to satisfy the service provider fee disclosure requirements under ERISA 408(b)(2). This information should assist the plan fiduciary in making informed cost-benefit decisions with respect to the plan.

In general, a Covered Service Provider is a service provider that enters into a contract or arrangement with a plan and reasonably expects $1,000 or more in compensation, direct or indirect, to be received in connection with the following services:

- Serves as a fiduciary or registered investment advisor
- Certain recordkeeping or brokerage services
- Other services for indirect compensation such as audit, accounting, legal and valuation

Compensation is anything of monetary value (for example, money, gifts, awards and trips), but does not include non-monetary compensation valued at $250 or less, in the aggregate, during the term of the contract or arrangement.

Additional Information
The amounts illustrated in this disclosure represent estimated annual plan expenses. Schwab makes no representations as to the completeness or accuracy of the information contained in the fund tables within this report, prospectus or other similar documents with respect to unaffiliated funds. Additional information about fees relating to specific investments may be obtained from the prospectus or other similar documents. Additional information about plan administration services and expenses is contained in Schwab service agreements, trust or custody agreements, and fee schedules. Remember that plan fees and expenses may be charged to the plan by other services providers. For a complete list of fees and expenses charged to your plan accounts, please contact all plan service providers with whom you contract and request information about their service fees.

Schwab Entities
One or more of the following Schwab entities may work together to provide services to the plan account(s) and may share the fees and other compensation disclosed in this Report. Unless specifically noted, the term "Schwab" refers to these companies and their affiliates:

- Charles Schwab Bank (CSB- EIN # 42-1558009)
- Charles Schwab Investment Management, Inc. (CSIM - EIN # 94-3106735)

Charles Schwab Investment Management, Inc., is an affiliate of Charles Schwab & Co., Inc.

SERVICES PROVIDED BY SCHWAB

Below is a summary of the services provided to the plan by Charles Schwab Bank and its affiliates. Please refer to your trust and custody agreements or other agreements described below for more information.

Trust, Custody, and Reporting Services
Charles Schwab Bank earns compensation from the plan for the trust, custody, and reporting services provided by the Bank to the plan including but not limited to:

- Custody, reporting, and safekeeping of plan assets
- Daily transaction processing as directed by plan sponsor and recordkeeper
- Withdrawal and loan payment processing
- Form 945, 1099-R and 1096 tax reporting
- Monthly, quarterly and annual trust statements
- Payment to Federal and State Tax Withholding agencies.

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Schwab Investment and Deposit Products and Services

Proprietary Funds. Charles Schwab Investment Management Inc. earns compensation for advisory and certain administrative services performed for the Schwab affiliated funds, including the Charles Schwab Family of Funds ("SchwabFunds®"), Schwab's money market funds, the Laudus Funds® and Schwab Exchange Traded Funds (ETF).

Schwab Bank Savings. Schwab Bank Savings ("SBS") is a money market deposit account ("MMDA") provided by Charles Schwab Bank, a federal savings bank chartered by the Office of the Comptroller of the Currency. It is available to retirement plans for which the Business Trust Division of Charles Schwab Bank (the "Business Trust Division") serves as directed trustee or custodian. A MMDA is a type of savings deposit. Deposits held in Schwab Bank Savings are insurable by the Federal Deposit Insurance Company (FDIC).

The amount of deposit insurance available through one or more retirement accounts will vary depending on the type of plan or account, and in some cases, the features of the plan or account.

The FDIC provides pass-through treatment for Qualifying Retirement Account deposits, which are insurable up to $250,000 per Plan participant when aggregated with all other deposits held by the Plan participant in the same capacity at Schwab Bank. Participants are responsible for monitoring the total amount of deposits that they hold with Schwab Bank in a qualifying retirement account(s) in order to determine the insured amount.

Pass-through treatment may not be available for other types of plans and, where available, is dependent upon maintenance of records by the employer or its agent, consistent with FDIC requirements.

The FDIC insurance rules are complex. Schwab Bank is not responsible for monitoring any insured or uninsured portion of any deposit into Schwab Bank Savings. You should consult with your tax or legal advisor to determine applicable recordkeeping requirements and your available deposit. For more information about how plan deposit account balances are insured, please visit www.FDIC.gov.

Schwab Bank Sweep for Trust and Custody Account Relationships. The Sweep Program is the service offered by Charles Schwab Bank ("Schwab Bank") to institutional directed trust and custody accounts established by its Business Trust Division that permits the uninvested cash in your Account to earn income pending investment or disbursement (the" Sweep Program"). Schwab Bank Sweep for Employee Benefit Plans is the option generally available to Schwab Bank institutional directed trust and custody accounts under the Sweep Program. Schwab Bank Sweep for Employee Benefit Plans deposits funds in an account maintained at Schwab Bank that is insured by the Federal Deposit Insurance Corporation ("FDIC"). Upon your direction to enroll your Account into the Sweep Program, your Account's uninvested cash will automatically be deposited to, or withdrawn from, a deposit account maintained at Schwab Bank unless the use of a bank deposit product is not permitted for a particular account under applicable law or regulation, such as an account holding assets of a 403(b) plan.

Funds invested in Schwab Bank Sweep for Employee Benefit Plans are eligible for FDIC insurance up to $250,000 for principal and accrued interest for all deposits held in the same insurable capacity at Schwab Bank. Generally, any accounts or deposits that you may maintain directly with Schwab Bank, or through any other intermediary, in the same insurable capacity in which the Sweep Program is maintained, including Schwab Bank Savings, would be aggregated for purposes of the $250,000 federal deposit insurance limit.

Please refer to your Cash Features Disclosure or Deposit Agreement for more specific information regarding FDIC insurance coverage available to your accounts. The latest version of the Cash Features Disclosure can be found at schwab.com/cashfeaturesdisclosure.

Collective Trust Funds. Charles Schwab Bank earns compensation for the management and operation of its series of collective trust funds. These funds include the Schwab Managed Retirement Trust Funds™, Schwab Indexed Retirement Trust Funds®, and Schwab Institutional Trust Funds®. Disclosure of this compensation is provided by the Bank in each collective trust fund's declaration of trust, participation agreement, and annual audited financial statements for each collective trust fund.

The Schwab Bank Collective Trust Funds, which include the Schwab Managed Retirement Trust Funds™, Schwab Indexed Retirement Trust Funds and Schwab Institutional Trust Funds® portfolios are collective trust funds maintained by Charles Schwab Bank, trustee of the Funds. The Funds are available for investment only by eligible retirement plans and entities as more fully described in the Funds' Declaration of Trust. The Funds are not insured by FDIC or any other type of deposit

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insurance; are not deposits or other obligations of, and are not guaranteed by Charles Schwab Bank or any of its affiliates; and involve investment risks, including possible loss of principal invested. The Funds are not mutual funds, and their units are not registered under the Investment Company Act of 1940, and their units are not registered under the securities Act of 1933, or applicable securities laws of any state or other jurisdiction. Unit holders of the Funds are not entitled to the protections of the 1940 Act.

If your plan has any positions in Schwab proprietary mutual funds or Collective Trust Funds, they will be detailed in the sections below.

STATUS AS A FIDUCIARY

If you, the plan fiduciary, have appointed Charles Schwab Bank as the directed trustee of the plan, the Bank is a limited fiduciary with respect to the plan.

If you have elected to participate (invest) in a Charles Schwab Bank-maintained collective trust fund, and have executed a participation agreement with the Bank, the Bank is the discretionary trustee of the fund and manages the fund in accordance with the fund's declaration of trust. CSIM provides non-discretionary advisory services with respect to the Charles Schwab Bank collective trust Funds. Windhaven provides non-discretionary advisory services to Charles Schwab Bank for the Schwab Diversified Conservative Allocation Trust Fund, the Schwab Diversified Growth Allocation Trust Fund and the Schwab Diversified Aggressive Allocation Trust Fund. Because the assets held by the fund are plan assets (as determined pursuant to Sections 3(42) and 401 of ERISA and 29 CRF 2510.3-101), Charles Schwab Bank provides fiduciary services to the Plan pursuant to the participant agreement with respect to plan assets invested in the fund and CSIM provides fiduciary services and acts as a registered investment adviser. If the Plan participates in the Schwab Diversified Conservative Allocation Trust Fund, the Schwab Diversified Growth Allocation Trust Fund or the Schwab Diversified Aggressive Allocation Trust Fund, Windhaven provides fiduciary services and act as a registered investment adviser.

TRUST, CUSTODY, AND REPORTING FEES

The fees described below are payable to Charles Schwab Bank as compensation for trust, custody, and reporting services provided to the Plan as described in the Charles Schwab Bank Fee Schedule applicable to the Plan. The fees are billed quarterly in arrears by the Bank, unless otherwise indicated. Invoices are sent to designated parties as reflected on the Fee Schedule or as directed by the Plan fiduciary in writing to the Bank. Fees that are not paid within 60 days after the billing date are considered delinquent and are subject to a late fee of 2% of the past-due amount.

In addition to charging late fees, the Bank is authorized and directed to deduct current and future fees from the shareholder servicing payment prior to the payment either being forwarded to the recordkeeper or deposited into the Plan. If the amount of the shareholder servicing payment is insufficient to cover the amount of the trust and custody fees due, the Bank may deduct the balance of the fees directly from the Plan.

Direct Compensation is compensation received directly from the Plan. Any fees paid directly from Plan assets are considered Direct Compensation, as is any compensation that is paid by the plan sponsor but is later reimbursed from the Plan.

Indirect Compensation is compensation received from any source other than the covered plan, the plan sponsor, or an affiliate. Compensation received from a subcontractor is indirect compensation, unless it is received in connection with services performed under the subcontractor's contract or arrangement. In addition, if any shareholder servicing payments received from the mutual fund companies and collective trust funds are used to pay Schwab Bank trust and custody fees, those amounts are also considered as Indirect Compensation paid to the Bank.

Trust, Custody, and Reporting Fees

The fees described below are the Bank's estimated annual trust, custody, and reporting fees for your plan.

Description	Rate	Unit	Estimated Amount
Annual Base Fee	$500.00	N/A - Flat Fee	$500.00
Annual Market Value Fee*			
$0 to $1,000,001	8.00bps	$380,000.01	$304.00
$1,000,001 to $10,000,001	5.00bps		
$10,000,001 to $50,000,001	4.00bps		
$50,000,001 to $100,000,001	3.50bps		
Over $100,000,001	3.00bps		

*PCRA market value is included in details above. PCRA market value is excluded from fee invoices. Market value excludes ESDBA, Unitized Portfolios, and GICs.

Distribution Fees

In addition to the fees outlined above, based on the distribution activity in your account, you will be assessed the following fees.

Description	Amount
Participant recurring payments - ACH	$1 per ACH transaction
Participant recurring payments - Check	$3 per check
Participant non periodic payments - ACH	$5 per ACH transaction
Participant non periodic payments - Check	$10 per check
Security transfers away from Schwab - Electronic asset transfer	$50 per asset transfer, electronic
Security transfers away from Schwab - Physical certification asset transfer	$550 per asset transfer, physical certificate
Rollovers to Schwab IRA	No Charge
Participant dividend pass-through payments	$10 per check
Outgoing bank wire transfers	$20 per wire
Stop payments - Check	$20 per check
Stop payments - ACH or Wire	$10 per ACH or wire

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Additional Fees
In addition to the fees outlined above, based on the activity in your account, you will be assessed the following fees.

Description	Amount
Additional accounts per plan	$500 annually per account
Brokerage commissions	$0.04 per share for trades above 500 shares: $10 minimum for trades under $500 principal; $20 minimum for trades less than 500 shares
Set-up fee for non-standard assets	$200 per asset
Annual non-standard asset valuation fee	$500 per asset (Note: This fee is applicable only if a Company does not obtain and submit an independent valuation acceptable to Schwab)
Transaction fee for non-standard assets	$30 per transaction, including wire fees
Manual transactions - Publicly traded assets	$20 each for publicly traded assets
Manual transactions - All other assets	$30 each for all other assets
Manual transactions - Outgoing and incoming cash processing	$20 each for outgoing and incoming cash processing
Stale-dated check void fee	The lesser of $20 each or the value of the check
Reprint of IRS tax form	$5 each
Correction of IRS tax form	$50 each
Security transfer fee at termination (PCRA)	$50 per PCRA participant account
Extraordinary services	$100 per hour ($100 minimum)

Termination Fees
Plans leaving Schwab will be assessed a termination fee at the time of deconversion in accordance with the schedule below. These fees will be payable before assets leave Schwab Bank.

Description	Amount
Termination fee for plans held < 3 years	$1000 per account (WAIVED)
Termination fee for plans held > 3 years	$300 per account (WAIVED)

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INVESTMENT-RELATED FEES

Shareholder Servicing Payments Retained by Schwab
Charles Schwab Bank and/or its affiliates, including Charles Schwab & Co,. Inc., the registered broker-dealer (collectively, "Schwab"), may receive indirect compensation from mutual fund companies or their affiliates and/or from bank sponsors of collective trust funds for the billing, collection, asset reconciliation and other administrative services (the "Shareholder Services") Schwab provides to Bank clients who are fund shareholders. Schwab typically retains a portion of these payments and then processes the remaining amounts in accordance with directions received by you, the plan fiduciary, as detailed in the section below. The rate received by Schwab may change from time to time as changes are made by the applicable fund companies or banks.

Please refer to the appendix section of this report for an annualized estimate of the Shareholder Servicing Payment amounts retained by Schwab for the plan as of 12/17/2018.

Remaining Shareholder Servicing Payments to Offset Plan Expenses
The remaining Shareholder Servicing Payment amounts are calculated quarterly by multiplying the remaining shareholder servicing rate (after Schwab has deducted the rate of its retained portion) by the average daily market value of fund shares or units held during the quarter. If the rate changes during the calculation period, the Shareholder Servicing Payment is pro-rated to reflect the number of days the change was in effect.

Please refer to the appendix section of this report for an annualized estimate of the remaining Shareholder Servicing Payment amounts available to offset plan expenses for your plan as of 12/17/2018.

You have directed the Bank to send the remaining Shareholder Servicing Payment amounts to the plan's recordkeeper. The recordkeeper is required to credit the Shareholder Servicing Payments received against legitimate fees and expenses otherwise payable by the plan.

Other Investment Related Fees
Mutual fund companies and bank issuers of collective trust funds may charge fees or expenses directly to their funds in connections with the operations, sales, transfer of or withdrawal from the funds in the plan.

Please refer to the appendix section of this report for an annualized estimate of fund related fees and expenses for the plan as of 12/17/2018.

OTHER FEES

Non-Monetary Compensation
Schwab policy prohibits Schwab Corporate and Retirement Services employees from accepting non-monetary compensation, as that term is defined under ERISA 408(b)(2). For purposes of 408(b)(2), non-monetary compensation does not include gifts or other items of value received by Schwab employees directly from the plan sponsor. As a result, it is not anticipated that non-monetary compensation received by Schwab as a covered service provider for your plan will exceed the minimum threshold of $250 over the term of the contract or arrangement which would require disclosure under the regulation. In the event Schwab employees receive non-monetary compensation which is required to be disclosed under the regulation, such amounts will be disclosed accordingly.

Educational Conferences
From time to time various Schwab entities, previously identified, host or attend educational conferences for an audience that may include:

- Independent recordkeepers and consultants
- Schwab financial & portfolio consultants

- Registered investment advisors and
- Individual investors

Unrelated third parties may provide financial subsidies for attendance at the various educational conferences.

Cash Float Compensation

Charles Schwab Bank in its capacity as directed trustee or custodian of employee benefit plan assets may receive, as compensation for its directed trustee or custodial services, any credit, interest or other earnings (collectively "Float") on aggregate cash balances held as a deposit obligation of Charles Schwab Bank, any third-party bank or other financial institution.

Under its applicable trust or custody agreement, Charles Schwab Bank has the authority to initiate investments on behalf of employee benefit plan trusts for which it serves as directed trustee or custodian only upon receipt of instructions from the applicable plan's named fiduciary or its delegate. Charles Schwab Bank calculates its cash Float investment amount each business day by netting all cash activity and adjusting for cash reserved for investment or reinvestment and for cash reserved for distributions. The result is further adjusted by an additional reserve amount determined by Charles Schwab Bank to be necessary to satisfy the applicable employee benefit plan trust's cash needs during the following day for settlement of trades and payments.

A trust or custody account at Charles Schwab Bank may have uninvested cash balances from time to time due to one or more of the following circumstances:

A) Incoming Cash Pending Investment ("Incoming Cash"): Cash balances may result from the receipt of (a) plan contributions (or other deposits) from plan sponsors or participants; (b) amounts transferred to Charles Schwab Bank from another trustee or custodian (such as due to a plan conversion or merger); (c) payments received from other parties (e.g., securities settlement proceeds), or (d) cash resulting from the settlement of securities sale transactions. The Float period begins on the date such cash is received by Charles Schwab Bank and ends either on the date of settlement with the issuers of subsequent investment trades initiated by Charles Schwab Bank at the direction of an authorized party or on the date Outgoing Cash (as described below) is generated at the direction of an authorized party. No Float is earned when the net proceeds of all sales trades in a trust or custody account are offset by the cost of all buy trades in such trust or custody account on any specific date.

B) Outgoing Cash Pending Clearance ("Outgoing Cash"): Cash balances may result from the generation of checks or Automated Clearing House ("ACH") payments attributable to distribution and other payments written from the Trust ("Outgoing Cash"). The Float period begins on the date such check or ACH payment is generated and ends on the date (i) the payee presents the check for payment and the check is cleared by Charles Schwab Bank's checking account bank, or (ii) the ACH payment is cleared (generally the next business day). Generally, no Float is earned when a distribution is made via wire transfers.

The Incoming Cash and Outgoing Cash are held subject to the earning of Float as non-interest bearing deposits by, and is commingled with the general assets of, Charles Schwab Bank. Charles Schwab Bank estimates the value of Float on uninvested cash deposit balances to equal the Charles Schwab Bank's average investment portfolio yield for a given period less the cost of FDIC insurance premiums Charles Schwab Bank is required to pay on such deposits. Applicable rates and calculations of Float earned for representative periods are available upon request.

Associated Service Standards

A) Incoming Cash: Charles Schwab Bank credits Incoming Cash, consisting of wires or ACH receipts, to an account on the business date of receipt. Charles Schwab Bank credits checks deposited to a trust or custody account on the business date of receipt if Charles Schwab Bank receives such deposit by its published cash deposit cutoff deadline and on the next business day after receipt if Charles Schwab Bank receives them after such deadline, subject in all cases to verification and collection. Charles Schwab Bank's policy is to make funds deposited by check available for use immediately upon posting to the applicable trust or custody account. Incoming checks generally require two or three days to clear. Charles Schwab Bank processes investment directions received from an authorized party on the business date of receipt if Charles Schwab Bank receives such directions by its published trade cut-off deadlines and on the next business day after receipt if Charles Schwab Bank receives a direction after such deadline. Trade

settlement generally occurs on the next business day after trade execution for mutual funds and collective trusts and on the second business day after trade execution for equities and other exchange-traded securities.

B) Outgoing Cash: Charles Schwab Bank processes Outgoing Cash within two business days after receipt of the distribution instructions from an authorized party. Outgoing checks are delivered to the U.S. postal service or other designated delivery services within twenty-four hours of when the check is issued. At the time a check is issued, cash is transferred from the applicable trust or custody account to a Charles Schwab Bank omnibus disbursement account.

Conflicts of Interest and Benefits to Charles Schwab Bank, Charles Schwab Corporation and its Affiliates - related to Schwab Bank deposit products in Trust and Custody relationships at Schwab Bank

Section 408(b)(4) of ERISA, Section 4975 of the Internal Revenue Code and related regulatory guidance permit the placement of all or a part of an employee benefit plan's assets in a bank deposit bearing a reasonable rate of interest even though the same bank is a fiduciary or other party of interest with respect to the plan, if the deposits are expressly authorized by a provision of the plan or the deposits are made under an instruction from an independent plan fiduciary with the authority to give such instructions.

With respect to your plan, Charles Schwab Bank acts only as a directed trustee or custodian and assumes no investment discretion. Each plan sponsor or applicable named fiduciary has the sole authority and responsibility for the decision to use Schwab Bank Savings ("SBS") or Schwab Bank Sweep for Employee Benefit Plans. **Schwab Bank has no authority to place plan assets in SBS or Schwab Bank Sweep for Employee Benefit Plans without specific instructions from an authorized plan fiduciary or other authorized party that is independent of Schwab Bank.**

Schwab Bank intends to pay interest on deposits at rates that are reasonable. Interest rates on SBS or Schwab Bank Sweep for Employee Benefit Plans may differ, and may be higher or lower than interest rates available to depositors making deposits directly with Schwab Bank, or by other depository institutions on comparable accounts. The reason that interest rates may differ across banks and across Schwab Bank deposit products includes, among other things, the size and structures of different banks, the funding and investment options available to a bank, the anticipated duration of the deposit (long-term versus short-term), considerations in certain market segments, and competitive positioning.

Schwab Bank Savings interest rate is set consistent with the intention of providing a reasonable rate for capital preservation bank deposit vehicles. Generally Schwab Bank will not offer rates that seek to compete with other capital preservation options that involve market risk, such as money market funds, stable value funds or short-term collective trust funds.

The interest rate for Schwab Bank Sweep for Employee Benefit Plans is intended to be consistent with rates payable on deposit products intended for short-term or overnight deposits. The interest rate for Schwab Bank Sweep for Employee Benefit Plans may be higher or lower than the interest rates available at other depository institutions in comparable accounts and you should periodically compare the terms, rates, and other features of the Sweep Program to similar sweep arrangements of other providers.

Schwab Bank intends to use the cash balances in these deposit products to fund current and new lending activities and investments. Schwab Bank's profit or "spread" derived from deposits depends on the difference between the interest rate it pays on such deposits and the amount it earns from the use of such deposits. Therefore, Schwab Bank's ability to earn a profit from these deposit products is in large part based upon the interest rate it determines. This profit may be a significant component of the overall profit earned by Schwab Bank in connection with its trust, custody, and reporting services. Schwab Bank's discretion to determine the interest rate payable on deposits creates a potential conflict of interest if Charles Schwab Bank acts solely in its own self-interest in establishing such interest rate.

The income that Schwab Bank will have the opportunity to earn through its lending and investing activities is expected to be greater than the fees earned by Schwab Bank's affiliates from managing and distributing money market funds including the Schwab® Sweep Money Funds, collective trust funds, or other stable value funds options. Such deposits are anticipated to provide a stable source of funds for Schwab Bank's lending and investment activities. The cash balances may also be used to provide funds to develop products and services for Schwab Bank and/or its affilaites to the extent permitted by applicable law.

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By the approval and continued use of Schwab Bank Savings or Schwab Bank Sweep for Employee Benefit Plans, you acknowledge the existence of this potential conflict and your responsibility to monitor the interest rate payable on these deposit products to determine that such rate is reasonable.

NOTES REGARDING INFORMATION ON THIS REPORT

The information provided above is obtained from sources deemed to be reliable. However, its accuracy cannot be guaranteed. Errors and omissions can occur. The information provided is not intended to be legal, investment or tax advice. None of the information constitutes a recommendation by Schwab or a solicitation of an offer to buy or sell any securities.

Except as noted, investment fund charges and operating expense data is provided by Morningstar, Inc. All rights reserved. The information contained herein is the proprietary information of Morningstar, Inc., and may not be copied or redistributed for any purpose and may only be used for noncommercial, personal purposes. The information contained herein is not represented or warranted to be accurate, correct, complete, or timely. Morningstar, Inc., shall not be responsible for investment decisions, damages, or other losses resulting from use of the information. Morningstar, Inc., has not granted consent for it to be considered or deemed an "expert" under the Securities Act of 1933. www.Morningstar.com.

The employer acknowledges and agrees that the amounts described above are compensation paid or credited directly to Charles Schwab Bank as a result of the investment of plan assets in each of the plan's authorized funds, as listed above. The employer further acknowledges and agrees that all such amounts have been taken into consideration in determining the reasonableness of the amounts payable to Charles Schwab Bank and that certain fees for services on behalf of the plan and trust would be higher if Charles Schwab Bank did not receive such amounts described above, and hereby accepts and agrees to such compensation.

This information shall be treated as confidential, nonpublic information and shall not be disclosed by the plan fiduciary (or an agent acting on its behalf with respect to this information) to any party other than the plan, the plan sponsor, a party providing services to the plan or plan sponsor, or plan participants and beneficiaries, without the prior consent of Charles Schwab Bank.

Charles Schwab Investment Management, Inc. (CSIM) is the Registered Investment Advisor (RIA) that manages Schwab's proprietary funds (Schwab Funds). This affiliate of Charles Schwab & Co., Inc. (Schwab) uses Schwab, the registered broker-dealer to distribute the Schwab Funds. CSIM may also perform other advisory functions in the future. Both CSIM and Charles Schwab & Co., Inc. are wholly owned subsidiaries of The Charles Schwab Corporation.

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APPENDIX A - ANNUALIZED ESTIMATE OF INVESTMENT-RELATED FEES

CORE ASSETS

Based on the fund holding information provided to Schwab, the following table shows an annualized estimate of the compensation to Schwab from the fund company on investments held in your core account. The table also includes the OER and other fees which may be charged by the fund company directly against the amount invested in connection with the operations, sale, transfer of or withdrawal from the fund.

Fund Family (Payor)	Fund Name	Ticker	Market Value	BPS Retained by Schwab	Estimated Amount Retained by Schwab	Remaining BPS Rate	Estimated Amount Remaining to Offset Fees	Schwab Mgmt Fees	OER	Other Fees*
AMERICAN FUNDS	AMERICAN FD INFLTN LNKD BD FD R6	RILFX	$10,000.00	0.0000	$0.00	0.0000	$0.00	N/A	0.38	N/A
AMERICAN FUNDS	AMERICAN FUNDS NEW WORLD R6	RNWGX	$10,000.00	0.0000	$0.00	0.0000	$0.00	N/A	0.64	N/A
ARTISAN	ARTISAN INTERNATIONAL VALUE INVESTOR	ARTKX	$10,000.00	0.0200	$2.00	0.3800	$38.00	N/A	1.24	N/A
BLACKROCK	BLACKROCK STRAT INCM OPPTY PORT K	BSIKX	$10,000.00	0.0000	$0.00	0.0000	$0.00	N/A	0.83	N/A
LEGG MASON	CLEARBRIDGE LARGE CAP GROWTH I	SBLYX	$10,000.00	0.0200	$2.00	0.1300	$13.00	N/A	0.78	N/A
COLUMBIA	COLUMBIA CONVERTIBLE SECURITIES INST2	COCRX	$10,000.00	0.0200	$2.00	0.0800	$8.00	N/A	0.90	N/A
DODGE AND COX FUNDS	DODGE & COX INCOME	DODIX	$10,000.00	0.0200	$2.00	0.0600	$6.00	N/A	0.43	N/A
DOUBLELINE	DOUBLELINE LOW DURATION BOND I	DBLSX	$10,000.00	0.0200	$2.00	0.1300	$13.00	N/A	0.43	N/A

Fund Family (Payor)	Fund Name	Ticker	Market Value	BPS Retained by Schwab	Estimated Amount Retained by Schwab	Remaining BPS Rate	Estimated Amount Remaining to Offset Fees	Schwab Mgmt Fees	OER	Other Fees*
FEDERATED FUNDS	FEDERATED INSTL HIGH YIELD BOND INSTL	FIHBX	$10,000.00	0.0200	$2.00	0.0300	$3.00	N/A	0.58	Redemption Fee: 2.00% if sold within 90 calendar days
FIDELITY FUNDS	FIDELITY FOUR-IN-ONE INDEX	FFNOX	$10,000.00	0.0000	$0.00	0.0000	$0.00	N/A	0.13	N/A
GOLDMAN SACHS INST	GOLDMAN SACHS INTL SM CP INSGHTS INSTL	GICIX	$10,000.00	0.0200	$2.00	0.0800	$8.00	N/A	0.94	N/A
JPMORGAN	JPMORGAN EQUITY INCOME R6	OIEJX	$10,000.00	0.0000	$0.00	0.0000	$0.00	N/A	0.50	N/A
PIMCO FUNDS	PIMCO INTERNATIONAL BOND (USD-HDG) INSTL	PFORX	$10,000.00	0.0200	$2.00	0.0000	$0.00	N/A	0.56	N/A
PRINCIPAL INVESTORS	PRINCIPAL MIDCAP INSTITUTIONAL	PCBIX	$10,000.00	0.0200	$2.00	0.0800	$8.00	N/A	0.68	N/A
PRINCIPAL INVESTORS	PRINCIPAL REAL ESTATE SECURITIES INST	PIREX	$10,000.00	0.0200	$2.00	0.0800	$8.00	N/A	0.87	N/A
SCHWAB FUNDS+	SCHWAB GOVT MONEY FUND	SWGXX	$10,000.00	0.0000	$0.00	0.0000	$0.00	0.30	0.61	N/A
SCHWAB FUNDS+	SCHWAB INTERNATIONAL INDEX	SWISX	$10,000.00	0.0000	$0.00	0.0000	$0.00	0.06	0.06	N/A

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Fund Family (Payor)	Fund Name	Ticker	Market Value	BPS Retained by Schwab	Estimated Amount Retained by Schwab	Remaining BPS Rate	Estimated Amount Remaining to Offset Fees	Schwab Mgmt Fees	OER	Other Fees*
SCHWAB FUNDS+	SCHWAB S&P 500 INDEX	SWPPX	$10,000.00	0.0000	$0.00	0.0000	$0.00	0.03	0.03	N/A
SCHWAB FUNDS+	SCHWAB SMALL CAP INDEX	SWSSX	$10,000.00	0.0000	$0.00	0.0000	$0.00	0.05	0.05	N/A
SCHWAB FUNDS+	SCHWAB TARGET 2010 INDEX	SWYAX	$10,000.00	0.0000	$0.00	0.0000	$0.00	0.08	0.13	N/A
SCHWAB FUNDS+	SCHWAB TARGET 2015 INDEX	SWYBX	$10,000.00	0.0000	$0.00	0.0000	$0.00	0.08	0.13	N/A
SCHWAB FUNDS+	SCHWAB TARGET 2020 INDEX	SWYLX	$10,000.00	0.0000	$0.00	0.0000	$0.00	0.08	0.13	N/A
SCHWAB FUNDS+	SCHWAB TARGET 2025 INDEX	SWYDX	$10,000.00	0.0000	$0.00	0.0000	$0.00	0.08	0.12	N/A
SCHWAB FUNDS+	SCHWAB TARGET 2030 INDEX	SWYEX	$10,000.00	0.0000	$0.00	0.0000	$0.00	0.08	0.12	N/A
SCHWAB FUNDS+	SCHWAB TARGET 2035 INDEX	SWYFX	$10,000.00	0.0000	$0.00	0.0000	$0.00	0.08	0.12	N/A
SCHWAB FUNDS+	SCHWAB TARGET 2040 INDEX	SWYGX	$10,000.00	0.0000	$0.00	0.0000	$0.00	0.08	0.12	N/A
SCHWAB FUNDS+	SCHWAB TARGET 2045 INDEX	SWYHX	$10,000.00	0.0000	$0.00	0.0000	$0.00	0.08	0.13	N/A
SCHWAB FUNDS+	SCHWAB TARGET 2050 INDEX	SWYMX	$10,000.00	0.0000	$0.00	0.0000	$0.00	0.08	0.13	N/A

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Fund Family (Payor)	Fund Name	Ticker	Market Value	BPS Retained by Schwab	Estimated Amount Retained by Schwab	Remaining BPS Rate	Estimated Amount Remaining to Offset Fees	Schwab Mgmt Fees	OER	Other Fees*
SCHWAB FUNDS+	SCHWAB TARGET 2055 INDEX	SWYJX	$10,000.00	0.0000	$0.00	0.0000	$0.00	0.08	0.13	N/A
SCHWAB FUNDS+	SCHWAB TARGET 2060 INDEX	SWYNX	$10,000.00	0.0000	$0.00	0.0000	$0.00	0.08	0.13	N/A
SCHWAB FUNDS+	SCHWAB TOTAL STOCK MARKET INDEX	SWTSX	$10,000.00	0.0000	$0.00	0.0000	$0.00	0.03	0.03	N/A
SCHWAB FUNDS+	SCHWAB US AGGREGATE BOND INDEX	SWAGX	$10,000.00	0.0200	$2.00	0.0000	$0.00	0.04	0.04	N/A
VANGUARD	VANGUARD BALANCED INDEX ADM	VBIAX	$10,000.00	0.0000	$0.00	0.0000	$0.00	N/A	0.07	N/A
VANGUARD	VANGUARD GNMA ADM	VFIJX	$10,000.00	0.0000	$0.00	0.0000	$0.00	N/A	0.11	N/A
VANGUARD	VANGUARD INTERNATIONAL GROWTH ADM	VWILX	$10,000.00	0.0000	$0.00	0.0000	$0.00	N/A	0.32	N/A
VANGUARD	VANGUARD LIFESTRATEGY CNSRV GR INV	VSCGX	$10,000.00	0.0000	$0.00	0.0000	$0.00	N/A	0.12	N/A
VANGUARD	VANGUARD TOTAL INTL BD IDX ADMIRAL	VTABX	$10,000.00	0.0000	$0.00	0.0000	$0.00	N/A	0.11	N/A
VIRTUS FDS	VIRTUS SEIX US GOVT SECS ULTR-SHRT BD I	SIGVX	$10,000.00	0.0200	$2.00	0.1800	$18.00	N/A	0.50	N/A
			Totals		$24.00		$123.00			

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* Sales Charges displayed are the maximum load charged by the mutual fund. The fund may make available breakpoints where the load is reduced based on the dollar amount invested in the fund.

If a fund with a front-end load is purchased at Schwab, we may receive all or a portion of the front-end load as compensation. Schwab does not receive any compensation on back-end loads (deferred sales charges) charged by mutual funds. In addition Schwab does not receive any compensation from redemption fees charged by mutual funds. The redemption fee charged on a Schwab affiliate fund is paid to the fund for the benefit of the remaining shareholders in the fund and is not compensation to Schwab. To obtain information on mutual fund charges such as loads and redemption fees for any fund that may be purchased or custodied at Schwab please go to schwab.com.

Money market funds may be subject to fund-imposed liquidity fees of up to 2% on amounts sold during the imposition of such a fee. Money market funds may also be subject to redemption gates, suspending all redemptions and purchases for up to 10 business days in any 90-day period. For more information on liquidity fees and redemption gates, please refer to the fund prospectus.

+ **Schwab Affiliated Funds**

Some of the funds held in the plan are affiliated with Schwab:

- **Schwab Proprietary Mutual Funds:** Charles Schwab Family of Funds ("Schwab Funds®"), Schwab's money market funds, and the Laudus Funds are managed by Charles Schwab Investment Management, Inc. (CSIM) and distributed by Charles Schwab & Co., Inc. Both CSIM and Charles Schwab & Co., Inc. are wholly owned subsidiaries of the Charles Schwab Corporation. CSIM earns compensation for investment advisory and administrative services provided to the Schwab proprietary mutual funds. The rate listed above for CSIM represents the management fee to which CSIM is entitled, a portion of which may be waived by CSIM.
- **Schwab Bank Collective Trust Funds:** Charles Schwab Bank collective trust funds (including Schwab Managed Retirement Trust Funds, Schwab Indexed Retirement Trust Funds, and Schwab Institutional Trust Funds) are managed and distributed by Charles Schwab Bank, a wholly owned subsidiary of the Charles Schwab Corporation. The Bank receives compensation for management and operation of these funds as detailed in the tables above.

Investors should consider carefully information contained in the prospectus, including investment objectives, risks, trading policies, charges and expenses. You can obtain a prospectus at schwab.com, or by calling a Schwab representative. Please read the prospectus carefully before investing. Schwab makes no representations as to the completeness or accuracy of the information contained in the fund tables within this report, prospectus or other similar documents with respect to unaffiliated funds.

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charles SCHWAB BANK

New Account Setup Form

Plan Name	Market Value of the Plan	Plan Year-End
Elite Academic Academy 403(b)	$0.00	12/31

The undersigned Plan Sponsor hereby certifies the information set forth below and that the individuals and entities listed, in each sub-section of Section 1 Client Information and Authorized Signers, are each authorized to take all actions on behalf of the Plan Sponsor and the Plan Fiduciary, as applicable, including the authority to provide written or electronic directions to Charles Schwab Bank ("Schwab Bank") in accordance with the applicable Trust Agreement or Custody Agreement establishing the account at Schwab Bank (the "Account") to hold the assets of the Plan listed below.

Is this a Single-Employer Plan? [X] Yes [ ] No

This Plan is: [X] Qualified [ ] Non-Qualified [ ] Not Qualified

This Plan is: [X] Participant-Directed [ ] Non-Participant-Directed [ ] Both Participant-Directed and Non-Participant-Directed

This Plan type is (e.g., 401(k), 457(b) Governmental, etc.): 403(b)

1. Client Information and Authorized Signers

A. Plan Sponsor

Plan Sponsor Firm Name			Is the Plan Sponsor firm a publicly traded company?
Elite Academic Academy			[X] No [ ] Yes If yes, symbol:_____
Address	**City**	**State**	**Zip Code**
2060-D E. Avenida De Los Aroboles #504	Thousand Oaks	CA	91362-####
Telephone Number	**Fax Number**	**Are you a Plan Fiduciary?**	**Are you a government entity?**
(866) 354-8302		[X] Yes [ ] No	[ ] Yes [X] No
Contact Name		**Email**	
Meghan Freeman		mfreeman@eliteacademic.com	

Note: Electronic statements, fee disclosure reports (including the annual Form 5500, Schedule C, fee disclosure report and the 408(b)(2) plan-level fee disclosure report), and the Shareholder-Servicing Fee Report are automatically available to the Plan sponsor for viewing on retirementcenter.schwab.com.

To the extent applicable, with respects to Accounts already established at Schwab Bank, the undersigned Plan Sponsor, acting individually and without notice to any other account holder, hereby reconfirms all existing ACH Debit Accounts enrolled with Schwab Bank and associated with the Account as previously submitted by the undersigned Plan Sponsor or the Plan's prior recordkeeper. Recordkeeper identified in Section 1. B. below is authorized to setup and instruct Schwab Bank to initiate ACH Pull transactions from the ACH Debit Accounts without further inquiry from Schwab Bank. The undersigned Plan Sponsor will provide written documentation supporting the Recordkeeper's and the Plan Sponsor's authority to instruct Schwab Bank to initiate ACH Pull transactions from the ACH Debit Accounts to Schwab Bank upon request.

Signature and Date

X Meghan Freeman
Plan Sponsor Authorized Signer

Date 01/21/2019

B. Recordkeeper

Recordkeeper Firm Name				
EPIC RPS				
Address	**City**	**State**	**Zip Code**	
150 State Street, Suite 200	Rochester	NY	14614	
Telephone Number	**Fax Number**	**Fee Disclosure Reports***	**Shareholder-Servicing Fee Report**	
(585) 232-9060		[X] Yes [ ] No	[X] Yes [ ] No	
Contact Name	**Email**		**Electronic Statements**	
Lisa Brown	EPICagreements@epic1st.com		[X] Yes [ ] No	

*Fee disclosure reports (including the annual Form 5500, Schedule C, fee disclosure report and the 408(b)(2) plan-level fee disclosure report) are available for viewing on retirementcenter.schwab.com.

[X] By checking this box, the Plan Sponsor authorizes Schwab Bank to use a master recordkeeper authorized signature list, provided by the listed recordkeeper and maintained on file with Schwab Bank, that designates persons or entities as authorized representatives of the Plan Sponsor and Plan Fiduciary, as applicable, to provide written or electronic directions to Schwab Bank in accordance with the applicable Trust Agreement or Custody Agreement.

Signature and Date

X
Recordkeeper Authorized Signer (if the above box is checked, no signature is required)

Date

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1. Client Information and Authorized Signers (Continued)

C. Investment Advisor

Does the Plan have an Investment Advisor associated with it? ☒ Yes ☐ No If yes, please complete and sign this section.

Is the Investment Advisor related to the Recordkeeper firm? ☐ Yes ☒ No

Investment Advisor Firm Name				
IRON Financial, LLC				
Address	City		State	Zip Code
630 Dundee Rd Suite 200	Northbrook		IL	60062
Telephone Number	Fax Number	Electronic Statements	Fee Disclosure Reports*	Shareholder-Servicing Fee Report
(847) 715-3203	( )	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No
Contact Name	Email		Are you a Plan Fiduciary?	Electronic File Download
Richard Lakin	rlakin@ironfinancial.com		☒ Yes ☐ No	☒ Yes ☐ No

*Fee disclosure reports (including the annual Form 5500, Schedule C, fee disclosure report and the 408(b)(2) plan-level fee disclosure report) are available for viewing on retirementcenter.schwab.com.

If a download is required, provide the Charles Schwab Bank Master Account #0000-_ _ _ _ , or Charles Schwab Bank will contact you to establish Master Account.

Signature and Date

X *Richard Lakin* 12/20/2018

Signature is only required if you are authorized to direct Schwab Bank on behalf of the Plan Fiduciary. Date

If the Investment Advisor ("IA") will direct trades, the undersigned Plan Fiduciary (see Section 4 below) hereby designates the IA as an Investment Manager under Section 3(38) of ERISA or, in the alternative, has appointed the IA as a fiduciary under Section 3(21) of ERISA as the Plan Fiduciary's delegate with respect to all trade and other investment directions. If the IA is a 3(38) Investment Manager, please also submit the Investment Management Agreement and the Board Resolution appointing the IA.

If the IA is to be listed as the Broker of Record on any of the Plan investment options where the IA is compensated directly by the fund company, please complete Section 2 and select the appropriate investments in Section 3. Failure to provide this information will cause delays or disruptions to the remuneration (12b-1 and/or finder's fees) from the funds to the IA's Broker-Dealer.

D. Trustee

Trustee Firm Name			
Elite Academic Academy			
Address	City	State	Zip Code
2060-D E. Avenida De Los Aroboles #504	Thousand Oaks	CA	91362-####
Telephone Number (866) 354-8302 (818) 251-9200	Fax Number ( )	Fee Disclosure Reports* ☒ Yes ☐ No	Shareholder-Servicing Fee Report ☒ Yes ☐ No
Contact Name Meghan Freeman Steve Budhraja	Email mfreeman@eliteacademic.com sbudhraja@eliteacademic.com	Are you a Plan Fiduciary? ☒ Yes ☐ No	Electronic Statements ☒ Yes ☐ No

*Fee disclosure reports (including the annual Form 5500, Schedule C, fee disclosure report and the 408(b)(2) plan-level fee disclosure report) are available for viewing on retirementcenter.schwab.com.

Signature and Date

X *Meghan Freeman* 01/21/2019

Signature is only required if you are a Trustee authorized to direct Schwab Bank on behalf of the Plan Fiduciary. Date

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1. Client Information and Authorized Signers (Continued)

E. Administrator Authorized Signers

The "Administrator" as defined in the applicable trust or custody agreement for the Plan is the Plan's named fiduciary for investments and plan administration and the plan administrator for purposes of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA"). Please list all authorized signers for the Administrator below. If there are more than three authorized signers, please photocopy this page and attach it to the original.

Authorized Signer Name	Firm Name		
Erik Helmstetter	Oder Investment Management, LLC		
Address	**City**	**State**	**Zip Code**
21300 Victory Blvd Suite 855	Woodland Hills	CA	91367
Telephone Number	**Email**	**Are you a Plan Fiduciary?**	**Shareholder-Servicing Fee Report**
(818) 676-0036	ehelmstetter@oderllc.com	Yes ✘ No	✘ Yes No
Indicate Capacity		**Fee Disclosure Reports***	**Electronic Statements**
☐ Plan Sponsor ☒ Investment Advisor ☐ Recordkeeper ☐ Trustee ☐ Other:		✘ Yes No	✘ Yes No

*Fee disclosure reports (including the annual Form 5500, Schedule C, fee disclosure report and the 408(b)(2) plan-level fee disclosure report) are available for viewing on retirementcenter.schwab.com.

Signature and Date

X Erik Helmstetter
Administrator Plan Fiduciary.

12/31/2018
Date

Authorized Signer Name	Firm Name		
Meghan Freeman	Elite Academic Academy		
Address	**City**	**State**	**Zip Code**
2060-D E. Avenida De Los, Aroboles #504	Thousand Oaks	CA	91362
Telephone Number	**Email**	**Are you a Plan Fiduciary?**	**Shareholder-Servicing Fee Report**
(866) 354-8302	mfreeman@eliteacademic.com	☐ Yes ☑ No	☑ Yes ☐ No
Indicate Capacity		**Fee Disclosure Reports***	**Fee Disclosure Reports***
☑ Plan Sponsor ☐ Investment Advisor ☐ Recordkeeper ☐ Trustee ☐ Other:		☑ Yes ☐ No	☑ Yes ☐ No

*Fee disclosure reports (including the annual Form 5500, Schedule C, fee disclosure report and the 408(b)(2) plan-level fee disclosure report) are available for viewing on retirementcenter.schwab.com.

Signature and Date

X Meghan Freeman

01/21/2019
Date

Authorized Signer Name	Firm Name		
Address	**City**	**State**	**Zip Code**
Telephone Number	**Email**	**Are you a Plan Fiduciary?**	**Shareholder-Servicing Fee Report**
		☐ Yes ☐ No	☐ Yes ☐ No
Indicate Capacity		**Fee Disclosure Reports***	**Fee Disclosure Reports***
☐ Plan Sponsor ☐ Investment Advisor ☐ Recordkeeper ☐ Trustee ☐ Other:		☐ Yes ☐ No	☐ Yes ☐ No

*Fee disclosure reports (including the annual Form 5500, Schedule C, fee disclosure report and the 408(b)(2) plan-level fee disclosure report) are available for viewing on retirementcenter.schwab.com.

Signature and Date

X

Date

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2. Schwab Retirement Advisor Services (SRAS) Information

Should a Broker of Record be listed on this Plan? ☐ Yes ☒ No If yes, complete the Advisor Broker-Dealer Firm Information section below.

By selecting a Broker of Record, Charles Schwab Bank will establish the Plan account at the fund company. As a result, 12b-1 payments will be paid by the fund directly to the Broker-Dealer identified below:

Advisor Broker-Dealer Firm Information

Broker-Dealer Name	Broker-Dealer Number		
Branch Number			
Address	City	State	Zip Code

Registered Representative Information

Registered Representative Name	Registered Representative Number		
Address	City	State	Zip Code
Telephone Number ( )	Email (required for statements)	Electronic Statements ☐ Yes ☐ No	

If there are multiple Registered Representatives, please provide individual names and contact information.

Registered Representative Name	Email (required for statements)	Electronic Statements ☐ Yes ☐ No	
Address	City	State	Zip Code

Registered Representative Name	Email (required for statements)	Electronic Statements ☐ Yes ☐ No	
Address	City	State	Zip Code

Registered Representative Name	Email (required for statements)	Electronic Statements ☐ Yes ☐ No	
Address	City	State	Zip Code

Please note: The Broker-Dealer listed must have a selling agreement on file with the respective fund family for the Broker of Record to be compensated by the fund company. Each fund family reserves the right to either reject or list accounts as house accounts where a selling agreement is not in place between the Registered Representative's Broker-Dealer and the fund company.

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3. Designation of Investment Options

Plan Trading ID Assigned by Recordkeeper
EAE

Please list the assets that are to be held at Charles Schwab Bank and check the applicable boxes for each asset. In Kind - If an asset will be transferred in kind, check the box under the "Transferring in Kind" column.
SRAS - If the Registered Representative on in Section 2 is listed as the Broker of Record, check the box under the "SRAS" column.

	Name	Ticker Symbol	Transferring In Kind	SRAS
1.	DOUBLELINE LOW DURATION BOND I	DBLSX	☐	☐
2.	JPMORGAN EQUITY INCOME R6	OIEJX	☐	☐
3.	FEDERATED INSTL HIGH YIELD BOND INSTL	FIHBX	☐	☐
4.	ARTISAN INTERNATIONAL VALUE INVESTOR	ARTKX	☐	☐
5.	VANGUARD TOTAL INTL BD IDX ADMIRAL	VTABX	☐	☐
6.	FIDELITY FOUR-IN-ONE INDEX	FFNOX	☐	☐
7.	BLACKROCK STRAT INCM OPPTY PORT K	BSIKX	☐	☐
8.	SCHWAB TARGET 2035 INDEX	SWYFX	☐	☐
9.	SCHWAB TOTAL STOCK MARKET INDEX	SWTSX	☐	☐
10.	COLUMBIA CONVERTIBLE SECURITIES INST2	COCRX	☐	☐
11.	CLEARBRIDGE LARGE CAP GROWTH I	SBLYX	☐	☐
12.	SCHWAB TARGET 2055 INDEX	SWYJX	☐	☐
13.	VANGUARD BALANCED INDEX ADM	VBIAX	☐	☐
14.	SCHWAB TARGET 2015 INDEX	SWYBX	☐	☐
15.	PRINCIPAL REAL ESTATE SECURITIES INST	PIREX	☐	☐
16.	SCHWAB TARGET 2045 INDEX	SWYHX	☐	☐
17.	VIRTUS SEIX US GOVT SECS ULTR-SHRT BD I	SIGVX	☐	☐
18.	SCHWAB TARGET 2010 INDEX	SWYAX	☐	☐
19.	PRINCIPAL MIDCAP INSTITUTIONAL	PCBIX	☐	☐
20.	SCHWAB TARGET 2040 INDEX	SWYGX	☐	☐
21.	SCHWAB US AGGREGATE BOND INDEX	SWAGX	☐	☐
22.	SCHWAB TARGET 2020 INDEX	SWYLX	☐	☐
23.	SCHWAB INTERNATIONAL INDEX	SWISX	☐	☐
24.	DODGE & COX INCOME	DODIX	☐	☐
25.	PIMCO INTERNATIONAL BOND (USD-HDG) INSTL	PFORX	☐	☐
26.	SCHWAB TARGET 2030 INDEX	SWYEX	☐	☐
27.	SCHWAB SMALL CAP INDEX	SWSSX	☐	☐
28.	AMERICAN FD INFLTN LNKD BD FD R6	RILFX	☐	☐
29.	VANGUARD INTERNATIONAL GROWTH ADM	VWILX	☐	☐
30.	AMERICAN FUNDS NEW WORLD R6	RNWGX	☐	☐

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3. Designation of Investment Options

Plan Trading ID Assigned by Recordkeeper
EAE

Please list the assets that are to be held at Charles Schwab Bank and check the applicable boxes for each asset. In Kind - If an asset will be transferred in kind, check the box under the "Transferring in Kind" column.
SRAS - If the Registered Representative on in Section 2 is listed as the Broker of Record, check the box under the "SRAS" column.

	Name	Ticker Symbol	Transferring In Kind	SRAS
1.	VANGUARD LIFESTRATEGY CNSRV GR INV	VSCGX	☐	☐
2.	SCHWAB TARGET 2025 INDEX	SWYDX	☐	☐
3.	SCHWAB S&P 500 INDEX	SWPPX	☐	☐
4.	GOLDMAN SACHS INTL SM CP INSGHTS INSTL	GICIX	☐	☐
5.	SCHWAB TARGET 2050 INDEX	SWYMX	☐	☐
6.	SCHWAB GOVT MONEY FUND	SWGXX	☐	☐
7.	SCHWAB TARGET 2060 INDEX	SWYNX	☐	☐
8.	VANGUARD GNMA ADM	VFIJX	☐	☐
9.			☐	☐
10.			☐	☐
11.			☐	☐
12.			☐	☐
13.			☐	☐
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3. Designation of Investment Options (Continued)

Individual GICs

Indicate the name of the Carrier/Advisor and provide a copy of a contract and a current statement.

Cash Equivalent Fund

Schwab Bank Savings is a money market deposit account ("MMDA") established at Charles Schwab Bank. A MMDA is a type of savings deposit. FDIC Coverage: Funds deposited in the MMDA at Charles Schwab Bank are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 when aggregated with all other deposits held by a Plan Participant in the same capacity at Schwab Bank. Participants are responsible for monitoring the total amount of deposits that they hold with Schwab Bank, in order to determine the extent of deposit insurance coverage available to them on their deposits, including the MMDA.

4. Conversion Date and Type

Approximately $ $0.00 will transfer in cash. Approximately $ $0.00 will transfer in kind. Transfer date: 01/01/2019 (mm/dd/yyyy).

Prior Trustee/Custodian (if any)

Institution/Firm	Contact Name		
Start Up			
Address	City	State	Zip Code
Telephone Number	Email		

Pending Matters—The Plan and/or Plan Sponsor listed above is currently subject to the following:

☐ IRS/Department of Labor (DOL) investigation

☐ Litigation

☐ Bankruptcy proceeding

☒ Not subject to any IRS/DOL investigation, litigation, or bankruptcy proceeding

Explanation of pending matter(s):

Plan Fiduciary Confirmation—As a Plan Fiduciary of the Plan listed above, my signature below confirms my receipt of a fee disclosure report from Charles Schwab Bank that complies with ERISA Section 408(b)(2).

Verification—I authorize Charles Schwab Bank and/or its affiliated agents to inquire from any source, including a consumer reporting agency, as to my identity (as required by federal law), creditworthiness, and ongoing eligibility for the account at account opening, at any time throughout the life of the account, and thereafter for debt collection and investigative purposes.

FATCA Certification—To satisfy Foreign Account Tax Compliance Act (FATCA) requirements, Charles Schwab Bank requires that the federal Taxpayer Identification Number (TIN), also known as the Employer Identification Number (EIN), be included in this document. For qualified Plans, this will be the Plan Trust's EIN; for non-qualified deferred compensation Plans, this will be the Plan Sponsor's EIN. If there is no EIN for the Plan Trust, the Plan Sponsor, if it has a Power of Attorney (IRS Form 2848) on file, may obtain the EIN by applying online at the following IRS site:

http://www.irs.gov/Retirement-Plans/How-to-Obtain-or-Re-Establish-an-EIN-for-a-Retirement-Plan-Trust

Employer/Plan Sponsor Taxpayer ID (EIN)	Plan Trust Taxpayer ID (EIN)
82-4453363	824453363

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5. Conversion Date and Type (Continued)

I Certify Under Penalties of Perjury That:

1. the Taxpayer Identification Number shown on this application is correct,
2. the Plan is not subject to backup withholding on foreign partners' share of effectively connected income, or to backup withholding due to failure to report interest and dividend income,
3. the Plan is a U.S. person* and
4. the Plan is exempt from FATCA reporting.

I understand that if (i) I have been notified by the IRS that the Plan is subject to backup withholding and (ii) I have not received a notice from the IRS advising me that backup withholding is terminated, then (iii) I must cross out item 2 above.

***Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

Plan Fiduciary Signature and Date (Required)

X Meghan Freeman Signature	Title Chief Academic Officer
Steve Bodnar Meghan Freeman Print Name	Date 01/21/2019
Elite Academic Academy 403(b) Plan Name	

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403(b) Custody Agreement

charles SCHWAB BANK

This **CUSTODY AGREEMENT** (the "Agreement") between the company identified on the Execution Page (the “Company”) and Charles Schwab Bank (the “Custodian”) sets forth the terms of a custodial account established by the Company for employees of the Company who elect to participate in the plan (the “Plan”) established by the Company pursuant to section 403(b) of the Internal Revenue Code of 1986, as amended, (the “Code”). The Agreement relates to the omnibus account which has been established by the Company at the Custodian under this Agreement to hold the assets of the Plan transferred by the Company to the Custodian (the “Account”). This Agreement is effective on the date it is accepted by the Custodian.

PURPOSE OF CUSTODIAN ACCOUNT

The Company adopted the Plan for the exclusive purpose of providing benefits to certain of its employees and their beneficiaries and defraying reasonable expenses of administering the Plan. The Plan provides that, from time to time, cash and other assets may be paid to the custodian by the Company to be held and administered for the uses and purposes of the Plan. The Company intends that the Account constitutes a custodial account that is part of the Plan and is tax exempt pursuant to Code section 403(b)(7)(B).

The Company and the Custodian enter into this Agreement whereby the Company appoints Custodian as its agent to act as custodian of the cash, marketable securities, and other property acceptable to the Custodian (as described in Article 2.5) which may be contributed by Company from time to time to the Account (collectively "Account Assets"). The Custodian will have no duties or responsibilities with respect to any property other than cash, marketable securities, and other property accepted by the Custodian. Charles Schwab Bank agrees to act as the Custodian of the Account according to the terms and conditions of this Agreement.

The parties agree that (i) the Company will establish an account with the Custodian to hold the Account Assets transferred by the Company to the Custodian hereunder, (ii) the Custodian will provide safekeeping and custody of Account Assets held in such Account, and (iii) the Custodian will perform the functions and duties assigned to it under this Agreement subject to the Company's or an Investment Manager’s directions. The Custodian will act only at the direction of the Company, an Investment Manager or a party authorized to act on the Company’s behalf. The Custodian has no authority to take any discretionary action and does not exercise discretionary authority or control with respect to Account Assets, is not a fiduciary to the Plan and does not have any fiduciary responsibility with regard to the administration of the Plan or the management of the Plan’s assets. The Company warrants and represents that all directions provided to the Custodian will be in conformity with the terms of the applicable Plan and related documents, including, if applicable, the participant elective deferral agreement or other participant adoption agreements, any agreement governing the establishment and operation of the Plan (“collectively, the “Plan Documents”), and acknowledges and agrees that the Custodian shall have no liability or responsibility in this regard.

The Company warrants and represents that the transfer of custody of Accounts Assets to the Custodian hereunder and the maintenance of custody by Custodian is authorized by each Plan participant pursuant to a separate agreement and by the terms of the Plan. The Company warrants and represents that the Plan Documents are in full force and effect and have not been revoked, modified or amended in any way that would cause the representations made in this Agreement to be inaccurate or incorrect. The Company confirms that it is authorized to enter into this Agreement and to carry out all of its duties as described in this Agreement.

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The Custodian is subject to the Company's directions or the directions of an investment manager appointed pursuant to section 2.3 (an "Investment Manager") given in accordance with this Agreement. The Company's directions may be given by (i) resolution of the Company, (ii) one or more individuals designated by the Company to act on the Company's behalf, or (iii) any other person authorized in writing by the Company or such designated individual(s). The Company will notify the Custodian of the identity of any person(s) authorized to act on its behalf from time to time and will timely notify the Custodian of any person who ceases to be authorized to act and any person who becomes authorized to act. The Custodian will be entitled to rely in good faith on directions received from such authorized person(s) until notified by the Company to the contrary, and acknowledges and agrees that the Custodian shall have no liability or responsibility in this regard.

ARTICLE 1
CONTRIBUTIONS AND DISTRIBUTIONS

1.1 Company Directions. The Company may delegate to any other person or persons any of the Company's rights, powers or responsibilities with respect to the operation and administration of the Account. The Company will identify in a written notice to the Custodian the identity of the person(s) authorized to give directions to the Custodian on behalf of the Company. Such notice will contain specimens of the authorized signatures and will indicate the number of authorized persons required to effect Custodian action. The Custodian will be entitled to rely upon such written notice as evidence of the identity and authority of the persons appointed.

At the Custodian's request, the Company will provide the Custodian with copies of all documents required by the Custodian at or before the time this Agreement is executed by the Company and will provide the Custodian with all other documents amending or supplementing such documents promptly upon their adoption. At the Custodian's request, the Company will provide the Custodian with copies of all agreements with all agents, including any investment managers, appointed by the Company (each an "Investment Manager") or the Plan Administrator and all other documents amending or supplementing such agreements.

Directions from the Company to the Custodian will be in writing and signed by the Company or persons authorized by the Company or may be made by any other method acceptable to the Custodian.

1.2 Contributions. The Company will deliver contributions or transfers required by the Plan Documents to the Custodian for inclusion in the Account. All contributions or transfers will be received by the Custodian in cash or in other property acceptable to the Custodian (as described in Article 2.5). The Account will consist of the contributions and transfers received by the Custodian, together with the income on and increment in such assets.

The Custodian has no responsibility to (i) monitor or enforce contributions required or permitted by the Plan Documents, (ii) compute the required amount of such contributions, (iii) determine whether the Account is sufficient to provide benefits described in the Plan Documents, or (iv) determine whether contributions actually made comply with the Plan Documents or, for any Account established subject to the Employee Retirement Income Security Act of 1974 ("ERISA") (an "ERISA Account") ERISA, the Code or the regulations promulgated thereunder. Contributions normally will be made by wire transfer of cash or by check, or in the form of property acceptable to the Custodian. For an ERISA Account, it shall be the responsibility solely of the Company, and not of the Custodian, to ensure that any such contribution complies with ERISA and the Code.

1.3 Rollover Contributions. The Company may direct the Custodian to deposit a rollover contribution into the Account on behalf of a participant eligible to make such a contribution. Such contributions will

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consist of cash or other property acceptable to the Custodian. The Company will be solely responsible for determining whether such a contribution constitutes an eligible rollover.

1.4 Collection of Income and Principal. The Custodian will collect the income when paid on Account Assets and principal of Account Assets when paid on maturity, redemption, sale or otherwise and invest it as directed in accordance with Articles 2 and 3. The Custodian will make reasonable efforts to diligently collect income and principal of which the Custodian has received actual notice in accordance with industry practice. The Custodian will be under no duty to take any action to effect collection of any amounts with respect to which payment is in default, or if payment is refused after due demand. The Custodian will notify the Company or any Investment Manager of any default or refusal to pay.

1.5 Payments and Distributions. At the written direction of the Company or its delegate the Custodian will from time to time make distributions or transfers from the Account as specified in such directions, including distributions for the payment of reasonable Plan expenses. The Custodian will comply with the Company's instruction and will have no responsibility or liability for making any distribution or transfer directed by the Company or its delegate and will be under no duty to inquire whether directions from the Company or its delegate conform to Plan provisions, the Code, ERISA, if applicable, or regulations promulgated thereunder.

The Company will furnish to the Custodian all information necessary to enable Custodian to withhold from each distribution the amount necessary to pay Federal and state income taxes due. If the Company fails to provide adequate tax withholding information, the Custodian will have no obligation to withhold any amount to cover the payment of such taxes. However, the Custodian may, in its sole discretion, and to the extent required under applicable law, withhold from any distribution to any payee such sum as the Custodian may reasonably estimate is necessary to cover required Federal and state taxes which are, or may be, assessed with regard to the amount distributable to such payee. Upon the discharge or settlement of such tax liability the Custodian will pay the balance of such sum, if any, to such payee. The Company agrees to indemnify and hold harmless the Custodian from and against any liability arising out of such reporting obligation.

If the Company directs that any payment or payments be made or discontinued contingent upon future events, it will be the responsibility of the Company to notify the Custodian in writing that such event has occurred, that such payments should be made or discontinued, and that any payments made by the Custodian prior to the date of such notification will, as to the Custodian, be duly authorized payments.

Payments by the Custodian will be delivered or mailed to the addresses supplied by the Company, or if the Company does not provide an address, to the recipient in care of the Company. The Custodian's obligation to make such payments will be satisfied upon such delivery or mailing. The Custodian will have no obligation to determine the identity of persons entitled to benefits or their mailing addresses.

If a payment made to a participant or beneficiary is returned to the Custodian or if a payment is not presented for payment within a reasonable period of time, the Custodian will inform the Company or its delegate. It will be the responsibility of the Company to direct the Custodian with respect to the disposition of such payment, and the Custodian will have no obligation to take any further action with respect to such payment absent such direction.

1.6 Participant Loans and Qualified Domestic Relations Orders. If the Plan authorizes loans to Plan participants, the Custodian will issue such loans from the Account at the direction of the Company. Likewise, Custodian will make payments pursuant to domestic relations orders ("DRO") only at the

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direction of the Company. The Custodian will have no administrative obligations or liability with regard to Loans or DROs other than as specifically provided herein.

1.7 Custodian's Reliance on Company's Directions. The Custodian shall rely upon directions from the Company in making payments from the Account, including payments pursuant to a domestic relations order determined by the Company to be qualified within the meaning of Code Section 414(p), or payments made to satisfy taxes due. The Custodian will have no liability for payments made, or for failure to make payments, or for discontinuing payments, at the direction of the Company. The Custodian will have no liability for failure to make payments from the Account in the absence of written directions from the Company or its delegate.

The Custodian may request instructions from the Company and will have no duty to act or liability for failure to act if such instructions are not forthcoming from the Company.

1.8 Disputed Payments. If any controversy or disagreement arises regarding any payment from the Account or the person(s) to whom payment or delivery of any asset should be made by the Custodian, the Custodian may retain the assets involved without liability pending settlement of the controversy or disagreement and/or require that such controversy or disagreement be adjudicated pursuant to arbitration as provided in Article 8.3. The Custodian will not be liable for the payment of any interest or income on such assets that it retains pursuant to the instruction of an arbitrator. The Custodian may consult its legal counsel or legal counsel of the Company and will be protected to the extent permitted by law in acting upon advice of counsel.

ARTICLE 2
RESPONSIBILITY AND INDEMNIFICATION

2.1 Company Direction of Investments. Except to the extent the Company informs the Custodian that investment responsibility has been delegated to one or more Investment Managers, or a Plan participant or beneficiary in accordance with section 2.2 or 2.3, the Company warrants and represents that it has full authority and responsibility to direct the Custodian regarding the investment and reinvestment of the Account.

For ERISA Accounts, the Company and not the Custodian will be responsible for establishing and notifying any Investment Manager of the terms of the diversification policy and of the funding policy and method established for the Account pursuant to its objectives and ERISA section 402(b)(1).

The Custodian will comply with written directions of the Company or Investment Manager(s) concerning the assets of the Account. The Company will not issue any direction to the Custodian that would violate the terms of the Plan, or otherwise be prohibited by the provisions of ERISA, the Internal Revenue Code, and/or any other applicable law, rules and regulations, including but not limited to the provisions of Section 404 and 406(b) of ERISA and the regulations promulgated thereunder. Except as otherwise provided in this Agreement the Custodian will have no duty or responsibility to review, initiate action, or make recommendations regarding Account assets and will retain assets until directed in writing by the Company or its delegate to dispose of them.

2.2 Status of Company and Custodian. For any ERISA Account, the Company is the "named fiduciary" (as defined in ERISA section 402(a)) of the Account, and has sole authority to control and manage the operation and administration of this Account. The responsibilities of the Custodian will at all times be limited to those expressly set forth in this Agreement. Each of the Custodian, the Company and any person who is delegated with authority to on behalf of either with respect to this Agreement will be

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responsible solely for its own acts and will have no responsibility for the acts or omissions of any other person.

2.3 Participant Direction of Investments. For Plans that permit a participant to direct the investment of his or her account assets, the Custodian will, upon written instructions from the Company, establish on behalf of a participant or beneficiary a Schwab Personal Choice Retirement Account ™ ("PCRA Account") at Charles Schwab & Co., Inc. (the "Broker/Dealer"). Such Account will be used to segregate the assets representing the value of an individual participant's or beneficiary's account(s) under the Plan. The participant or beneficiary will be allowed to manage the investment of the assets in his or her PCRA Account and will be solely responsible for any loss resulting from his or her exercise of control over the assets segregated into his or her PCRA Account.

2.4 Investment Manager Direction of Investments. The Company may appoint one or more investment managers (each an "Investment Manager"). For ERISA accounts, each Investment Manager shall be an investment manager within the meaning of Section 3(38) and 403(a) (2) of ERISA. Each Investment Manager shall have the authority to direct, control or manage the investment of all or a portion of the Account assets to be held either in an account directly held by the Custodian or in a managed account portfolio established by the Custodian, at the direction of the Company, and held by a sub-custodian or broker-dealer (each, a "Sub-Custodian") appointed by the Custodian in its sole discretion including, where applicable, the Broker/Dealer. Any such account established at the Broker/Dealer shall hereafter be referred to as a "Schwab Advisor Portfolio." The Company may remove an Investment Manager and may appoint a replacement Investment Manager. The Company will promptly notify the Custodian in writing of the appointment or removal of each Investment Manager and/or of the establishment of a managed account portfolio. The Custodian acknowledges that it will have responsibility for notifying any applicable Sub-Custodian of the revocation of the investment responsibility held by an Investment Manager, the appointment of a successor Investment Manager, and/or the termination of a managed account portfolio. Any notification from the Company confirming the appointment of an Investment Manager or the establishment of a managed account portfolio to be held by a Sub-Custodian will include a designation of those assets and/or managed account portfolios over which the Investment Manager will exercise control.

For ERISA Accounts, the Company will cause the Investment Manager to acknowledge to the Custodian in writing that the Investment Manager is registered as an investment advisor under the Investment Advisors Act of 1940 with respect to the performance of its duties in connection with the Plan and is an investment manager as that term is defined by the Section 3(38) of ERISA and, as such, is a fiduciary with respect to the Plan. If the foregoing conditions are met, the Investment Manager will have the power to manage, acquire, or dispose of any Account assets, or any account portfolio holding any Account assets, designated as subject to such Investment Manager's control. The Custodian will not be liable for acts or omissions of the Investment Manager, or be under any obligation to invest or otherwise manage any asset of the Account, or any account portfolio holding any asset of the Account, that is subject to the management of such Investment Manager.

The Custodian and/or any Sub-Custodian will act only upon receipt of written directions from the duly appointed Investment Manager or by any other method acceptable to the Custodian. The Custodian will have no liability to review or question any such directions.

The Company acknowledges and agrees that the establishment of a managed account portfolio to be held by a Sub-Custodian appointed by the Custodian as described herein is subject to additional fees as set forth in Article 6.2 and the applicable fee schedules defined therein.

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2.5 Acceptable Investments. Depending on the Custodian's ability to support and administer the asset, the Custodian's powers and duties over the asset, the type of account, the business risk, and other factors, the Custodian will accept assets for acquisition or holding in the Account, including in a Schwab Advisor Portfolio or a participant's PCRA Account as described under Article 2.3. The Company or its delegate directing such investments, including an Investment Manager, (the "Directing Party"), shall be solely responsible for determining whether the investment is appropriate, prudent and permissible under 403(b) of the Code and any other applicable law, rules, and regulations, whether the investment is permissible under the terms of the Plan Documents. The Custodian does not (i) exercise investment management powers over the Account, or (ii) determine whether a particular investment decision made by the Company or its delegate fits the investment objectives of the Account or is otherwise appropriate for the Account.

Subject to the foregoing subjective criteria, and to other policies and procedures that may be issued by the Custodian from time to time, the Account shall be invested solely in regulated investment companies described in section 851(a) of the Code, including those available through the Broker/Dealer's Mutual Fund Marketplace.

Notwithstanding the above, the Company understands that in certain circumstances a particular investment may be determined by the Custodian to be unacceptable, even though it would be acceptable in other instances.

The Company understands that the Custodian reserves the right to refuse to purchase or hold any particular issue or asset described herein. The Company acknowledges and agrees that the purchase and holding of any such assets may be subject to additional fees as set forth in the Custodian's Fee Schedule. In addition, notwithstanding any general indemnity given elsewhere, the Custodian reserves the right to seek specific indemnity from the Company or other appropriate parties where the Custodian determines in its sole discretion that the acquisition or holding of a particular asset or class of asset involves unusual business risk.

2.6 Indemnification. Custodian will not be liable for any act or failure to act carried out in good faith reliance on any representation of Company or its delegate. The Company and the Plan will, individually and collectively, indemnify and hold harmless the Custodian and its officers, employees, affiliates and agents from and against all liabilities, losses, expenses, and claims (including attorney's fees and costs of defense) arising out of:

(a) Any action or inaction by the Custodian in accordance with the written directions (or the absence of such directions) from any party not related to or retained by the Custodian (a "Directing Party");

(b) Any action or inaction by the Custodian that results from the Custodian's reliance on the action or inaction of a Directing Party, including any such action related to directions to invest Account Assets or otherwise deal with Account Assets;

(c) With respect to a direction to invest in Alternative Investments:

(i) The Company's inability to invest, re-invest, liquidate or collect income received with respect to such Alternative Investments;

(ii) The Custodian's use of any cost basis, unit or share, UBTI, and/or valuation information provided to it in accordance with its acceptance of such Alternative Investments or the Company's directions to the Custodian regarding such information, including, but not limited to:

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(1) use of a prior annual valuation amount where a subsequent valuation amount has not yet been obtained or for which directions from the Company have not yet been provided to the Custodian; (2) the Company provision of an improper or incorrect valuation amount to the Custodian, (3) the failure of the Company to provide a valuation direction to the Custodians;

(iii) The investment, reinvestment, reporting, disclosure, liquidation and distribution under the Plan of and with respect to participant and beneficiary contributions and benefits based on such cost basis, unit or share, UBTI, and/or valuation information.

(d) The Custodian's execution of its duties under this Agreement in good faith except to the extent such losses arise directly from the Custodian's breach of its responsibilities specifically allocated to it by the terms of this Agreement;

(e) The acts or omissions to act with respect to the Account by a Directing Party; or

(f) For ERISA Accounts, any violation by a Directing Party of the provisions of ERISA or the regulations thereunder.

(g) any violation by a Directing Party of the terms of the Plan and related documents.

For purposes of this Article, "affiliate" shall mean any member of a controlled group of corporations or a group of trades or businesses under common control, within the meaning of Sections 414(b) and (c) of the Code, of which the Custodian is a member.

Expenses incurred by the Custodian that it believes are subject to indemnification under this Agreement will be paid by the Company upon the Custodian's request, provided that the Company may delay payment of any amount in dispute until such dispute is resolved according to the provisions of Article 8.3 of the Agreement. Such resolution may include the award of interest on unpaid amounts determined to be payable to the Custodian under this Article.

With respect to any Plan, if the Plan ceases to meet the requirements of a 403(b) plan under the Code, the Company will indemnify the Custodian for any Federal or state taxes which the Custodian is required to pay as a result of any distribution made at the direction of the Company. Each party must notify the other promptly in the event that a claim has been made and/or suit has been brought which could give rise to rights under this Article.

All indemnities provided herein will survive termination of this Agreement.

ARTICLE 3
CUSTODY INVESTMENTS AND CUSTODIAN POWERS

3.1 Powers of the Custodian. The Custodian will not have any discretion or authority with regard to the investment of the Account, but must act solely as a custodian of the funds contributed to it. As a custodian, the Custodian is authorized and empowered, by way of limitation, with the following powers, rights and duties, each of which the Custodian exercises solely in accordance with the written direction of the Company, its delegate, properly authorized participants (as described in Article 2.3), or a properly appointed Investment Manager (as described in Article 2.4):

(a) To hold Account Assets in the name of its nominee, in a corporate depository, federal book entry account system, or other form as it deems best.

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(b) To execute security and other investment related trades related to Account Assets solely at the direction of the Company and the Investment Manager.

(c) To settle securities transactions through an institutional delivery system, either traded and settled directly in the Account or placed by the Investment Manager for execution at the Broker/Dealer or another broker dealer and settled in the Account.

(e) To execute, as attorney in fact, any declarations, endorsements, assignments, stock or bond powers, affidavits, certificates of ownership or other documents required (i) to effect the sale, transfer, or other disposition of Account Assets, (ii) to obtain payment with respect to Account Assets, or (iii) to take any other action required with respect to Account Assets, and in the Custodian's own name to guarantee as the Company's or the Investment Manager's signature any signature so affixed.

(f) To employ suitable agents to enable Custodian to fulfill its responsibilities under this Agreement.

3.2 Proxies, Corporate Literature, Shareholder Information. The Custodian will forward all proxies and accompanying material, notices and forms related to class action lawsuits, and other information provided to and received by the Custodian that have been issued by any company, the securities of which are held in the Account, to the Company, to an alternative party directed by the Company to receive such information, or directly to the participant or beneficiary with respect to assets held in a PCRA Account as provided under Section 2.3. The Custodian will be under no duty to determine how, or if, proxies are received or voted, how or if the Account will participate in or respond to class action notices, or how or if to respond to any other such notices or materials received by the Company or any other party. Furthermore, the Custodian will be under no obligation to forward, retain or act upon any other corporate material received by the Account except to the extent required by law.

3.3 Products of an Affiliate. At the direction of the Company or its delegate, the Custodian may purchase shares of regulated investment companies (or other investment vehicles) advised by the Public Company, the Broker/Dealer, the Custodian or any affiliate or subsidiary of any of them ("Affiliated Funds"), except as prohibited by law or regulation.

Uninvested Account cash may be invested in Affiliated Funds designated by the Company, or its delegate for that purpose, unless the Company or its delegate specifically instructs the Custodian to use another fund or account acceptable to the Custodian.

Affiliated Funds may not be purchased or held by the Account unless the Company has received disclosure concerning the Public Company's, the Broker/Dealer's, the Custodian's and/or their affiliate's and subsidiary's relationship to the Funds. Such disclosure must include an explanation of any fees paid to the Public Company, the Broker/Dealer, the Custodian and/or their affiliates and subsidiaries.

3.4 Overdrafts. Notwithstanding any other provision in this Agreement to the contrary, the Custodian will have the right, but not the responsibility to clear, or cover overdrafts incurred by the Account. In order to fulfill its obligation to clear Account overdrafts, the Custodian will request the Company, or its delegate, to direct the Custodian to sell specific Account assets in an amount sufficient to cover the overdraft. If the Custodian does not receive the requested direction before the close of business on the day of its request, Custodian will have the right but not the responsibility to sell Account assets in an amount necessary to cover the overdraft.

In the event the Custodian determines to sell Account assets in order to cover the overdraft, the Custodian will first liquidate any available money market funds held by the Account, and to the extent such amounts

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are not sufficient to cover the overdraft, Custodian will liquidate other classes of Account assets in the following order until sufficient funds are generated to cover the overdraft:

(1) Capital preservation funds
(2) Bond investment funds
(3) Balanced investment funds
(4) Stock investment funds
(5) Equities and other securities

3.5 Multiple Accounts and Custodians. If the Plan permits the appointment of multiple trustees and/or custodians and the establishment of separate accounts to hold Plan assets, the Company may appoint trustees and/or custodians in addition to the Custodian and establish accounts in addition to the Account to hold Plan assets. The Custodian under this Agreement will have no duty, responsibility or liability for Plan assets held in these other accounts by other trustees or custodians, except as required by applicable law.

3.6 No Duty to Inquire. All persons dealing with the Custodian are released from inquiring into the decision or authority of the Custodian and from seeing to the proper application of any monies paid or securities or other property delivered to the Custodian.

3.7 No Duty to Investigate. The Custodian will bear no liability for acting upon any instruction or document believed by it to be genuine and to be presented or signed by a party duly authorized to do so, and the Custodian will be under no duty to make any investigation or inquiry about the correctness of such instruction or document.

3.8 Advice of Counsel. The Custodian may consult with legal counsel of its choice, including counsel for the Company, upon any question or matter arising hereunder, and the opinion of such counsel, when relied upon by the Custodian will be evidence the Custodian was acting in good faith.

ARTICLE 4
SETTLEMENT OF ACCOUNTS

4.1 Accounting Records. The Custodian will maintain accurate and detailed records of all investments, receipts, disbursements, and other transactions related to the Account. The records will be available for inspection and audit at all reasonable times by the Company or its authorized representatives.

4.2 Custodian Reports.

(a) Within sixty (60) days following the close of the Plan's fiscal year or the close of any other period as may be agreed upon by the Custodian and the Company, the Custodian will file with the Company a written accounting of the Account (the "Custody Account Statement") setting forth a description of all securities and other property purchased and sold, all receipts, disbursements, and other transactions affected by it during that fiscal year or other designated period, and listing the securities and other property held by the Custodian at the end of such fiscal year or other designated period, together with their then fair market values.

(b) The Company may approve the Custody Account Statement by written notice of approval delivered to the Custodian or by failure to deliver to the Custodian express objections to the Custody Account Statement in writing within sixty (60) days from the date upon which the Custody Account Statement was mailed or otherwise delivered to the Administrator.

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(c) The Custody Account Statement will be deemed approved upon receipt by the Custodian of the Company's written approval of the Custody Account Statement or upon the passage of the sixty day period of time, except for any matters covered by written objections that have been delivered to the Custodian by the Company and for which the Custodian has not given an explanation or made an adjustment satisfactory to the Company.

(d) If the Custody Account Statement is not settled as provided above, the Custodian or the Company will have the right to submit such controversy or disagreement to arbitration pursuant to Article 8.3, at the expense of the Account for a settlement of the accounting. Any determination by the arbitrator entered in such proceeding will be conclusive on all persons interested in the Account.

4.3 Valuation. Notwithstanding any other provision of this Article 4, unless the Custodian is able to obtain the value of the Account Assets, from readily available public sources, as of each annual valuation date assigned by the Company, the Company will direct the Custodian with respect to the current fair market value of the Account Assets within the time frame requested by the Custodian, and the Custodian will, in accordance with such valuation, account for such assets and include such information in reports pursuant to Article 4.2 of this Agreement. In the event the Company fails to provide such direction, the Company directs the Custodian to engage an independent appraiser that meets the requirements of Code Section 401(a)(28)(C) to determine the current fair market value of the Account Assets. Any expenses and costs with respect to such appraisal will be paid out of the Account or, at the option of the Company, by the Company.

The Company acknowledges and agrees that in the event that any Account Assets are transferred from an account held by a prior custodian to the Account, (whether from the Broker/Dealer or an unrelated financial provider):

(1) if such assets are valued at zero, the Custodian shall use such zero valuation for such assets for all plan purposes until such time as the Company provides the Custodian with a replacement valuation or, at the Company's direction, the Custodian obtains such a replacement valuation.

(2) if the Company does not provide the Custodian with a subsequent valuation direction or such subsequent valuation direction is not timely provided by the Company, the Custodian shall use the last valuation direction previously provided by the Company to the Custodian for all Plan purposes.

The Company further acknowledges and agrees that in no event will the Custodian be responsible for use of an updated valuation amount prior to actual receipt by the Custodian of such updated valuation information. In the event that an updated valuation amount is provided by the Company as a result of an error or inaccuracy in a prior valuation direction, the Company shall compensate the Custodian based on its standard hourly rates for Extraordinary Services attributed to work that must be corrected, as defined in the Fee Schedules referenced in Article 6.2 herein.

The Company, and not the Custodian, will be responsible and liable for the determination of whether the valuation and the valuation method are acceptable and have been conducted in accordance with applicable legal and regulatory requirements. The Custodian will not be liable for an inaccurate valuation and shall have no duty of investigation or inquiry with respect thereto, and the Company shall indemnify, release and hold the Custodian harmless for any losses, liabilities, claims and expenses (including attorney's fees and costs of defense) resulting from the valuation of Account Assets.

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ARTICLE 5
SERVICES BY AND BROKERAGE TRANSACTED THROUGH AFFILIATES

5.1 Services by the Affiliates. The Custodian may contract or make other arrangements for the provision of services to the Account with any organizations affiliated with or subsidiaries of the Custodian, including the the Public Company and the Broker/Dealer, their respective affiliates and subsidiaries, successors and assigns, except where such arrangements are prohibited by law or regulation.

5.2 Brokerage. The Custodian is authorized to place securities orders, settle securities trades, hold securities in custody, and perform related activities on behalf of the Custody Account through or by the Broker/Dealer whenever possible unless the Company specifically directs Custodian to settle a trade directly with another broker/dealer or to settle a trade placed by the Investment Manager for execution at another broker/dealer. Trades and related activities transacted through the Broker/ Dealer or another broker/dealer, initiated by either Custodian or the Investment Manager, are subject to fees and commissions established by the Broker/Dealer or other broker/dealer, which may be paid from the Custody Account or netted from the proceeds of trades. Transactions executed by the Broker/Dealer or other broker/dealer are subject to the applicable account agreement, trading rules and policies as modified or amended from time to time, together with the applicable rules, regulations, customs and usage of any exchange, market, clearing house or self-regulatory organization and applicable federal and state laws, rules and regulations. Trades may not be executed through the Broker/Dealer or other broker/dealer unless the Company has received disclosure concerning the relationship of the Broker/Dealer or other broker/dealer to Custodian, and fees and commissions which may be paid to the Public Company, the Broker/ Dealer, the Custodian and/or their affiliates or subsidiaries as a result of using the execution or other services of the Broker/Dealer or other broker/dealer.

5.3 Mutual Funds and Uninvested Cash. The Company or its authorized delegate may direct purchases of shares of regulated investment companies (or other investment vehicles) advised by affiliates of the Public Company, Broker/Dealer, or Custodian unless such investment is forbidden by law or regulation. Uninvested cash of the Custody Account will be invested as defined in this Agreement unless the Company or the Investment Manager specifically instructs the use of another fund or account, except where forbidden by law or regulation.

5.4 Disclosure of Information. The Custodian is authorized to disclose such information as is necessary to the operation and administration of the Account to the Public Company or any of its affiliates, and to such other persons or organizations that the Custodian determines have a legitimate business purpose for obtaining such information.

The Custodian is authorized to disclose upon request to companies whose securities are held in the Account: (1) the Company's and/or the Investment Manager's name and address (2) the holdings in the Account of securities issued by the requesting company, and (3) with respect to Rule 22c-2 of the Investment Company Act of 1940, the taxpayer identification number ("TIN"), if known, of any or all Plan participant(s) that purchased, redeemed, transferred or exchanged holdings in a fund subject to Rule 22c-2 through an account maintained by the Custodian, and the amounts and dates of each purchase, redemption, transfer or exchange, and other information that may be required by such rule

ARTICLE 6
TAXES, EXPENSES AND COMPENSATION OF CUSTODIAN

6.1 Taxes. The Custodian will notify the Company of any tax levied upon or assessed against the Account of which the Custodian has knowledge. If the Custodian receives no instructions from the Company, the Custodian may pay the tax from the Account. If the Company wishes to contest the tax

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assessment, it will give appropriate written instructions to the Custodian. The Custodian will not be required to bring any legal actions or proceedings to contest the validity of any tax assessments unless the Custodian has been indemnified to its satisfaction against loss or expense related to such actions or proceedings, including reasonable attorney's fees.

6.2 Custodian Compensation and Expenses. The Company or any recordkeeper retained by the Company to provide administrative services with respect to the Plan ("Recordkeeper") will quarterly remit to the Custodian the expenses of the Custodian in administering the Account and reasonable compensation for its services as Custodian.

Such expenses and compensation are paid to the Custodian and its affiliates as set forth in the Custodian's Fee Schedule (where such expenses and compensation are paid by the Company) and in the applicable agreement between a Recordkeeper and the Custodian (where such expenses and compensation are forwarded by the Recordkeeper to the Custodian), which are incorporated herein by reference, either of which may be amended from time to time. The Company acknowledges receipt from the Custodian or the Recordkeeper of the Fee Schedule and, where applicable, the Schwab Retirement Account/Personal Choice Retirement Account® Plan Application ("Application"), the Custodian's Fee Schedule for Unitized Portfolios or any other specific fee schedules applicable to the Account ("Other Fee Schedules") prior to execution of this Agreement. In the event such expenses and compensation are forwarded by the Recordkeeper to the Custodian, the Company acknowledges and agrees that it has obtained and will continue to obtain disclosure of such expenses and compensation from the Recordkeeper. The Company acknowledges and agrees that the amounts described in such Fee Schedule, Application and/or Other Fee Schedules, whichever it has received, are approved by it and are payable to the Custodian and to the Recordkeeper, as applicable, and that such amounts have been taken into consideration in determining the reasonableness of the amounts payable to the Custodian and the Recordkeeper.

Reasonable compensation will include the float earned on uninvested cash, the reimbursement of expenses incurred by the Custodian in providing extraordinary services, and other compensation and remuneration as defined in the Fee Schedule, Application, and/or Other Fee Schedules. The Custodian reserves the right to alter this rate of compensation at any time by providing the Company or the Recordkeeper, as applicable, with written notice of such change at least sixty (60) days prior to its effective date.

Reasonable expenses, including counsel, appraisal, or accounting fees, may be withdrawn from the Account unless paid by the Company within thirty (30) days after mailing of the written billing by the Custodian, unless earlier withdrawal of expenses from the Account is otherwise directed in writing by the Company. The Custodian reserves the right to charge overdraft fees and where applicable, will provide notice of such overdraft charges to the Company. In addition, the Custodian will pay the fees charged by any properly appointed Investment manager from the Account to the extent such payment is authorized by the Company until such time as the Company furnishes the Custodian a written notice to revoke such authorization at any time.

6.3 Additional Custodian Compensation. In addition to fees set forth elsewhere, the Company acknowledges that the Custodian may receive, as compensation for its services, any credit, interest or other earnings (collectively "Float") on aggregate cash balances that the Custodian has on deposit with Charles Schwab Bank or any third-party bank or other financial institution.

The Custodian has the authority to initiate investments on behalf of the Account only upon receipt of instructions from the Company, its delegate, or an Investment Manager. The Custodian calculates its cash Float investment amount each business day by netting all cash activity and adjusting for cash reserved for investment or reinvestment and for cash reserved for distributions. The result is further adjusted by an

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additional reserve amount determined by the Custodian in its sole discretion as necessary to satisfy the Trust's cash needs during the following day for settlement of trades and payments, which may be adjusted from time to time.

Accounts held by Custodian may have uninvested cash balances from time to time due to one or more of the following circumstances:

(a) Incoming Cash Pending Investment ("Incoming Cash"): Cash balances may result from the receipt of (a) plan contributions (or other deposits) from plan sponsors or participants,; (b) amounts transferred to Custodian from another trustee or custodian (such as due to a plan conversion or merger); (c) payments received from other parties (*e.g.*, investment securities settlement proceeds), or (d) cash resulting from the settlement of investment sale trades. The Float period begins on the date such cash is received by Custodian and ends either on the date of settlement with the issuers of subsequent investment trades initiated by Custodian at the direction of an authorized party or on the date Outgoing Cash (as described below) is generated at the direction of and authorized party. No Float is earned when the net proceeds of all sales trades in an Account are offset by the cost of all buy trades in an Account on any specific date.

(b) Outgoing Cash Pending Clearance ("Outgoing Cash"): Cash balances may result from the generation of checks or Automated Clearing House ("ACH") payments attributable to distribution and other payments written on an Account ("Outgoing Cash"). The Float period begins on the date such check or ACH payment is generated and ends on the date (i) the payee presents the check for payment and the check is cleared by Custodian's checking account bank, or (ii) the ACH payment is cleared (generally the next business day). Generally, no Float is earned when a distribution is made via wire transfers.

The Incoming Cash and Outgoing Cash are held subject to the earning of Float as non-interest bearing deposits by, and are commingled with the general assets of, Charles Schwab Bank. The Custodian estimates the value of Float on uninvested cash deposit balances to equal the Charles Schwab Bank's average investment portfolio yield for a given period less the cost of FDIC insurance premiums Charles Schwab Bank is required to pay on such deposits. Applicable rates and calculations of Float earned for representative periods are available upon request.

Associated Service Standards

(a) Incoming Cash: Custodian credits Incoming Cash consisting of wires or ACH receipts to an Account on the business date of receipt. Custodian credits checks deposited to an Account on the business date of receipt if custodian receives them by its published cash deposit cutoff deadline and on the next business day after receipt if Custodian receives them after such deadline, subject in all cases to verification and collection. Custodian's policy is to make funds deposited by check available for use immediately upon posting to an Account. Incoming checks generally require two or three days to clear. Custodian processes investment directives received from an authorized party on the business date of receipt if Custodian receives them by its published trade cut-off deadlines and on the next business day after receipt of Custodian receives them after such deadline. Trade settlement generally occurs on the next business day after trade execution for mutual funds and collective trust funds and on the third business day after trade execution for equities and other exchange-traded securities.

(b) Outgoing Cash: Custodian processes Outgoing Cash within two business days after receipt of the distribution instructions from an authorized party. Outgoing checks are delivered to the U.S. postal service or other designated delivery services within twenty-four hours of when the check is issued. At the

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time a check is issued, cash is transferred from the Account to a Schwab Bank omnibus disbursement account.

ARTICLE 7
TERMINATION OF AGREEMENT AND AMENDMENT

7.1 Termination. This Agreement may be terminated upon at least sixty (60) days written notice from the Company to the Custodian or the Custodian to the Company. Upon such termination, the Account will be distributed by the Custodian as and when directed by the Company. Such termination will be effective at the end of the notice period, except that the parties may agree to an earlier termination. The Custodian's fees and costs related to termination, including costs for registering securities and other Property, generating reports and a final accounting will be charged to the Account.

7.2 Amendment. Except as provided for in this Agreement and the Fee Schedule, including in Article 7.1, this Agreement may be amended at any time by written amendment adopted by the Company and the Custodian.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Construction and Severability. This Agreement will be construed (where applicable) under the Code, ERISA and other pertinent Federal statutes**,** and, to the extent not otherwise preempted, under the laws of the State of California, and will be administered under the Code, ERISA and other pertinent Federal Statutes. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will continue to be fully effective.

8.2 Headings. The headings in this instrument have been inserted for convenience of reference only, and are to be ignored in any construction of the provisions of this Agreement.

8.3 Arbitration of Disputes. Any dispute under this Agreement will be resolved by submission of the issue to a member of the American Arbitration Association who is chosen by the Company and the Custodian. If the Company and the Custodian cannot agree on such a choice, each will nominate a member of the American Arbitration Association, and the two nominees will then select an arbitrator. Expenses of the arbitration will be paid as decided by the arbitrator.

8.4 Entire Agreement. The Agreement constitutes the entire agreement upon the Parties. All previous agreements and instructions (written or oral) between the Company and the custodian with respect to the Account and Account Assets are hereby superseded.

8.5 Governing Law. This Custody Agreement and Account shall be governed by and construed in accordance with the laws of California, and all questions as to its validity will be determined in accordance with the laws of the State of California.

8.6 Recorded Conversations. The Custodian is authorized to tape record conversations between the Custodian and persons acting on behalf of the Company to verify data on transactions.

8.7 Execution and Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed original and such counterparts will constitute but one instrument that may be sufficiently evidenced by any one counterpart.

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8.8 Successors and Assigns. This Agreement is not assignable by any party without the other party's prior written consent, and any attempted assignment in contravention shall be null and void. Notwithstanding the foregoing, any corporation or association (i) into which the Custodian may be merged or with which it may be consolidated, (ii) resulting from any merger, consolidation, or reorganization to which the Custodian may be a party, or (iii) to which all or any part of the Custodian's fiduciary business, which includes the collective investment funds, for which the Custodian is the trustee, may be transferred, shall have all of the rights, powers and obligations of the Custodian under this Agreement, without the necessity of executing any instrument or performing any further act.

8.9 ERISA Section 406. To the Plan is governed by ERISA and to the extent permitted by statutory or administrative exemption, the Custodian may engage in actions that otherwise would violate section 406 of ERISA.

8.10 Trade Notifications. The Company, on behalf of itself and each Participant, agrees not to receive such separate notifications of securities transactions and agrees that all securities transactions will be reported on the Account's periodic statements of account. Provided, however, the Company, on behalf of itself and each Participant, has the right under applicable law to receive, at no additional cost, separate notifications of securities transactions executed by the Custodian for the Account.

8.11 Taxation of Account. The Company is responsible for filing any and all tax returns and for paying any taxes due on income earned in the Account. If directed by the Company, the Custodian may provide information to assist the Company in preparation of tax returns; however, the responsibility for correctness and accuracy of all returns is solely that of the Company, and the Custodian will not be liable for the correctness and accuracy of any information provided as it relates to the application of tax law.

8.12 Extraordinary Events. The Custodian shall incur no liability to any Participant, the Account, the Company, or the Plan (i) for any indirect, incidental, consequential, special, exemplary or punitive damages, or (ii) for any delay in performance, or non-performance, of any obligation hereunder to the extent that the same is due to forces beyond its reasonable control, including but not limited to delays, errors or interruptions caused by the Company or its delegates, third parties, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems or unauthorized access, strikes or other labor disputes, government restrictions, exchange or market rulings, or disruptions in orderly trading on any exchange or market, fire, war, civil strife, natural disasters, or other acts of God.

8.13 Notices, Change of Address. Any notice required or permitted to be given under this Agreement will be sufficient if in writing and sent by registered mail, postage prepaid, addressed as follows:

If to the Company to the address provided on the Execution page.

If to the Custodian:

Charles Schwab Bank
Attention: Vice President, Business Trust
211 Main St. 14th Floor
San Francisco, California 94105

or to such other address as the Company or the Custodian may hereafter specify in writing by providing ten days prior notice of such change to the other party. All notices, requests, demands and other communications will be in writing and will be deemed to have been duly given on the date of service, if served personally on the party to whom notice is to be given, or on the fifth day after mailing, if mailed and properly addressed as indicated on the Application.

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Execution Page

charles SCHWAB BANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first written below.

COMPANY

Plan Sponsor Name (please print)			
Elite Academic Academy			
Plan Name (please print)			
Elite Academic Academy 403(b)			
Address	City	State	Zip Code
2060-D E. Avenida De Los Aroboles #504	Thousand Oaks	CA	91362-#

Signature and Date Required

X Meghan Freeman	01/21/2019
Authorizing Person Signature	Date
Steven Budhraja	Chief Academic Officer
Print Name	Title

Charles Schwab Bank, CUSTODIAN

Signature and Date Required

X Joseph Adams	01/28/2019
Authorizing Person Signature	Date
Joseph Adams	Managing Director
Print Name	Title

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Schwab Debit ACH Authorization Form

This form is required for each bank account for which Debit ACH is requested/approved.

Plan Sponsor Information

Plan Name (please print)	Plan Account Number
Elite Academic Academy 403(b)	101714

Recordkeeper Information

Recordkeeper Name (please print)	Recordkeeper ID
EPIC RPS	640

The Plan Sponsor hereby establishes a standing authorization that will allow Charles Schwab Bank to request electronic funds transfers between the bank account (indicated below) and the applicable Charles Schwab Bank account. Electronic transfers will occur when an authorized Plan Sponsor or Recordkeeper representative initiates payment using the Schwab Retirement Center ("SRC") website. Transfers are subject to the restrictions and provisions noted on this authorization form and in Charles Schwab Bank's Trust and Custody Electronic Funds Transfer Service Terms and Conditions.

Upload the completed form to SRC; print and mail the completed form to Charles Schwab Bank, Attn: Asset Control, P.O. Box 52087, Phoenix, AZ 85072-2087; or email a scanned copy to CSTCAccountDocuments@schwab.com.

Charles Schwab Bank will notify you via email when the account is ready for the first Debit ACH transfer, typically within five (5) business days after the receipt of this form.

Debit ACH Authorization Release for Bank/Other Financial Institutions

The Plan Sponsor hereby authorizes Charles Schwab Bank (i) to initiate debit entries to and debit the bank account indicated below and (ii) when appropriate, to initiate reversals of erroneous or duplicate debit entries and credit the indicated bank account. Charles Schwab Bank is authorized to withdraw the exact amount of funds indicated on the SRC Notice of Deposit form associated with the Debit ACH order. This authorization will remain in full force and effect until Charles Schwab Bank has received notification from the Plan Sponsor or Recordkeeper of termination of such authorization and has had a reasonable opportunity to act upon such termination.

The ACH Pull feature requires that the Plan Sponsor's financial institution where the Plan Sponsor's bank account is established accepts electronic debit entries from Charles Schwab Bank. We recommend that you contact your financial institution before submitting your first ACH transfer to ensure that you have the appropriate account settings or permissions in place.

Charles Schwab Bank's company identification code is 2943149038 for your bank's reference.

Bank/Financial Institution Information

This is a: X ☐ Corporate/Organization Checking Account ☐ Corporate/Organization Savings Account ☐ Corporate/Organization General Ledger Account
☐ Personal Checking Account ☐ Personal Savings Account

Name of Bank or Financial Institution		
Chase		
ABA Transit Routing Number	Account Number	Bank Account Name (Nickname)
32271627	299127719	Adult Wrk
Contact Email	mfreeman@eliteacademic.com	
sbudhraja@eliteacademic.com		

Removal of Bank Account

Remove the following bank account information from Charles Schwab Bank's records, including on the SRC website.

Name of Bank or Financial Institution		
ABA Transit Routing Number	Account Number	Bank Account Name (Nickname)

Signature(s) and Date(s) Required

X Meghan Freeman	Meghan Freeman	01/21/2019
Authorized Plan Sponsor Signature	Print Name	Date
X		
Additional Authorized Plan Sponsor Signature	Print Name	Date

This authorization may be terminated by any of the parties at any time by writing to Charles Schwab Bank, Attn: Asset Control, P.O. Box 52087, Phoenix, AZ 85072-2087, or by calling 1-877-319-2782.

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Charles Schwab Bank Fee Schedule

Master Fee Schedule for EPIC Advisors, Inc. DBA EPIC Retirement Plan Services
Effective September 1, 2018

Annual Service Fees - utilize Appendix to select applicable fee schedule for each Account:

X **Traditional Schedule**

Annual Base Fee $ 500 per account

Annual Market Value Fees*

Fees for Assets valued at:
(Excludes PCRA market values)

$0 to $1 million	0.08% of market value
$1 million to $10 million	0.05% of market value
$10 million to $50 million	0.04% of market value
$50 million to $100 million	0.035% of market value
Over $100 million	0.03% of market value

Schwab Bank Savings† ("SBS") Schedule *(Available for participant-directed accounts only)*

Annual Base Fee None

Annual Market Value Fees*

Fees for Assets valued at:
(Excludes PCRA market values)

$0 to $30 million	0.025% of market value
$30 million to $50 million	0.020% of market value
Over $50 million	0.010% of market value

A minimum Annual Market Value Fee of $400 applies to Accounts electing this Fee Schedule.

The Annual Market Value Fees set forth in this Fee Schedule are contingent upon the following terms:

1. The applicable Company shall establish SBS as the sole capital preservation vehicle for the Company's plan's assets held in the Account and, if applicable, remove and liquidate any other capital preservation investment option(s) under the plan held in the Account. The undersigned confirms that the Company has acknowledged that this fee schedule requires the establishment of SBS as an investment option. This fee schedule assumes that SBS will be a utilized investment option under the plan. It is understood that investments in the Account will be participant directed. In the event that the assumption that SBS will a utilized investment option under the plan is not met, Charles Schwab Bank reserves the right to adjust the fee schedule accordingly.
2. In the event the plan removes SBS or adds an alternative capital preservation investment, the undersigned confirms that the Company has agreed and accepted that the annual base fee and market value fees shall be adjusted and calculated in accordance to the pricing listed in the Traditional Schedule option above.
3. Accounts converting to the SBS Schedule from the Traditional Schedule will be invoiced for services in accordance with the SBS Schedule the calendar quarter following the calendar quarter in which the Account transitions investments to meet the investment requirements for the SBS Schedule. For the avoidance of doubt and if the SBS Schedule is selected, Charles Schwab Bank is hereby directed to remove any other capital preservation investment option(s) under the plan held in the Account after such option(s) has been liquidated.
4. The SBS Schedule is not applicable to the following plan types: 403(b), Defined Benefit, other non-participant directed plan types including but not limited to Non-Governmental 457(b) or (f), Non-Qualified Deferred Compensation or Welfare benefit plans. This list is not meant to be all-inclusive; Charles Schwab Bank reserves the right to review plan eligibility on an on-going basis.

The undersigned, as authorized by each Company, hereby agrees and accepts, on behalf of each Company, that Charles Schwab Bank may retain up to zero basis points of the Shareholder Servicing Payments received from Fund Companies. See exceptions below in the additional terms section of this schedule.

A Shareholder Servicing Payment is indirect compensation which Charles Schwab Bank and/or its affiliates, including Charles Schwab & Co., Inc., the registered broker-dealer (collectively, "Schwab") may receive from Fund Companies or their affiliates and/or from bank sponsors of collective trust funds for the billing, collection, asset reconciliation and other administrative services (the "Shareholder Services") Schwab provides to Bank clients who are fund shareholders.

Separate Account and Self-Directed Brokerage Account Fees**

Brokerage commissions and transaction fees for Schwab Personal Choice Retirement Accounts® and non-unitized separate accounts are provided in the *Schwab Retirement Account/ Personal Choice Retirement Account Plan Application* and the *Schwab Corporate & Retirement Services ("SCRS") Pricing Guide*. Brokerage commissions and transaction fees for unitization services are provided in the Charles Schwab Bank *Fee Schedule for Unitized Portfolios*.

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† "Schwab Bank Savings" is a money market deposit account ("MMDA") established at Charles Schwab Bank. A MMDA is a type of savings deposit. Federal Deposit Insurance Corporation ("FDIC") Coverage: Funds deposited in the MMDA at Charles Schwab Bank are insured by the FDIC up to $250,000 when aggregated with all other deposits held by a Plan Participant in the same capacity at Charles Schwab Bank. Participants are responsible for monitoring the total amount of deposits that they hold with Charles Schwab Bank, in order to determine the extent of deposit insurance coverage available to them on their deposits, including the MMDA.

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Charles Schwab Bank Fee Schedule

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Distribution and Disbursement Fees (includes production and mailing of IRS Tax Forms)

Participant recurring payments	$1 per ACH transaction / $3 per check
Participant non periodic payments	$5 per ACH transaction / $10 per check
Security transfers away from Schwab	$50 per asset transfer, electronic $550 per asset transfer, physical certificate
Rollovers to Schwab IRA	No charge
Participant dividend pass-through payments	$10 per check
Outgoing bank wire transfers	$20 per wire
Stop payments	$20 per check / $10 per ACH or wire

Additional Fees***

Annual Fees for Directed Trustee Services	$1,000 per account
Additional accounts per plan	$500 annually per account
Brokerage commissions	$0.04 per share for trades above 500 shares or $10 minimum for trades under $500 principal $20 minimum for trades less than 500 shares
Set-up fee for non-standard assets	$200 per asset
Annual non-standard asset valuation fee	$500 per asset (Note: This fee is applicable only if a Company does not obtain and submit an independent valuation acceptable to Schwab)
Transaction fee for non-standard assets	$30 per transaction, including wire fees
Stale-dated check void fee	The lesser of $20 each or the value of the check
Reprint of IRS tax form	$5 each
Correction of IRS tax form	$50 each
Termination fees (Based on period of time held at Schwab)	<3 years $1,000 per account **(WAIVED)** >3 years $ 300 per account **(WAIVED)**
Security transfer fee at termination (PCRA)	$50 per PCRA participant account
Extraordinary services	$100 per hour ($100 minimum)

Definitions

1.	Recordkeeper	EPIC Advisors, Inc. DBA EPIC Retirement Plan Services who has executed this document and who has been designated as a plan's authorized recordkeeper by a plan's named fiduciary under each applicable Directed Employee Benefit Trust Agreement ("Trust Agreement") or Directed Employee Benefit Custody Agreement ("Custody Agreement") subject to this fee schedule.
2.	CSTC	Charles Schwab Trust and Custody services
3.	Schwab	Charles Schwab Bank, Charles Schwab & Co. Inc., and their affiliates and subsidiaries.
4.	Account	Any qualified retirement plan account or non-qualified deferred compensation plan account accepted by and held at Charles Schwab Bank.
5.	Other Fee Schedules	The fee schedules collectively described in the Separate Account and Self-Directed Brokerage Account Fees section above.
6.	Non-Standard Assets	Also known as "Alternative Investments." Any non-publicly traded, non-exchange traded, privately held, or other similar assets accepted in writing by Charles Schwab Bank as an investment in the Account.
7.	Company	Each plan sponsor or other authorized fiduciary as described in each applicable Trust Agreement or Custody Agreement.

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8.	Fund Company	Any mutual fund company, bank, or other issuers of mutual funds, collective trust funds, and pooled funds, including those made available through Schwab.
9.	Affiliated Funds	Mutual funds and collective trust funds sponsored by Schwab, including The Charles Schwab Family of Funds ("SchwabFunds®"), the Laudus Funds®, and Charles Schwab Bank's collective trust funds.

Fee Schedule Provisions

1. The undersigned, as the duly authorized representative of various plan sponsors of certain employee benefit plans, hereby executes this master fee schedule ("Master Fee Schedule") effective as of September 1, 2018 (the "Effective Date") for plans with respect to Accounts established at Charles Schwab Bank for such plans after the Effective Date. This Master Fee Schedule is intended for use by Recordkeeper's plan sponsor clients for certain Accounts with assets held or accepted by Charles Schwab Bank ("Schwab Bank"). Recordkeeper represents and warrants that it is duly authorized by the applicable plan fiduciary under the employee benefit plan associated with each Account to enter into this Master Fee Schedule with Schwab Bank and make any representation and authorizations required by each applicable plan fiduciary and each Company. Recordkeeper further represents and warrants that it has fully disclosed the information contained herein to the appropriate plan fiduciary for each plan associated with each Account and to each Company that has established a Trust Agreement or Custody Agreement to which this Master Fee Schedule applies, and that each applicable plan fiduciary and each Company has confirmed that such amounts have been taken into consideration in determining the reasonableness of the amounts payable to Schwab Bank and the Recordkeeper. Recordkeeper acknowledges and agrees that it is responsible for contacting Schwab Bank for further information regarding any of the fees described herein.
2. Recordkeeper will ensure that each applicable plan fiduciary and each Company receives for review any subsequent changes to this Master Fee Schedule.
3. The fees for Schwab Bank's services described herein, with the exception of fees included in the Other Fee Schedules, are guaranteed by Schwab Bank for a period of one year commencing with the execution date of this Master Fee Schedule. Following the one-year period, Schwab Bank reserves the right to change fees for future services at any time by notifying the Recordkeeper in writing 60 days prior to the effective date of the modification. Recordkeeper agrees to notify each applicable plan fiduciary and each Company of any such fee increase or other fee modification.
4. The fees described herein, with the exception of fees included in the Other Fee Schedules, are billed quarterly in arrears unless otherwise indicated. Past-due fees will be subject to a late fee of 2% of the past-due amount. In the event that any Schwab Bank fees and expenses defined in this fee schedule are outstanding for more than sixty (60) days from the billing date, Schwab Bank is authorized and directed to deduct such current and future fees and expenses from the "Shareholder Servicing Payments" collected from Fund Companies, their underwriters, issuers, managers, distributors or trustees prior to forwarding the remaining portion of such Shareholder Servicing Payments collected to the Plan or Recordkeeper, as applicable, as selected by each Company set forth on the Appendix for such Account. Notwithstanding the foregoing, Schwab Bank reserves the right to deduct directly from the Account any fees outstanding for more than thirty (30) days from the billing date.
5. Acceptance of this Master Fee Schedule by the Recordkeeper or Other Fee Schedules by a duly authorized party will not be deemed in effect until the assets to be held in an Account have been reviewed and accepted by Schwab Bank.
6. Schwab Bank reserves the right (i) to decline acceptance of any plan assets not disclosed during the account acceptance process, and (ii) to refuse, in its sole discretion, to purchase or hold any particular asset deemed unacceptable.
7. * The Annual Market Value Fees cover:
   - The transfer, set-up and custody of assets in one account per plan
   - All Account assets covered under the terms of a Trust Agreement or Custody Agreement regardless of whether they are held at Schwab Bank or by a Schwab Bank-authorized sub-custodian, including Charles Schwab & Co., Inc.
   - The processing of electronically transmitted transactions, including, but not limited to, mutual fund, participant master note, and company stock transactions.
   - Electronic receipts for employer and employee contributions and master note loan repayments.
   - Interest, dividend and capital gains posting; processing of capital changes (splits, reorganizations, etc.).
   - Online access to account statements, reports and transaction functionality
   - Delivery of proxy and other asset-related mailings to each applicable Company or an authorized party.
   - A cash sweep feature, if requested by an applicable plan fiduciary or a Company or an authorized party.
   - The processing and reporting of Schwab Bank Savings deposits and withdrawals as well as processing and reporting of interest earnings from Schwab Bank Savings balances.
8. ** Brokerage commissions and transaction fees for Separate Accounts and Self-Directed Brokerage Accounts are defined in the Other Fee Schedules and are not included in the invoice for the other fees described in this Master Fee Schedule.
9. *** Additional Fees
   - Brokerage commissions and transaction fees are charged at the time of each transaction directly to (i) each Account held at Schwab Bank, and (ii) to each PCRA account, unitized account, or non-unitized separate account held by a Schwab Bank-authorized sub-custodian, including Charles Schwab & Co., Inc.
   - Pursuant to an agreement between Charles Schwab & Co., Inc. and Schwab Bank, Schwab Bank receives a percentage of the brokerage commissions and transaction fees charged, and mutual fund revenues received, by Charles Schwab & Co., Inc. with respect to brokerage and mutual fund transactions entered into on behalf of accounts for which Schwab Bank is trustee or custodian.
   - Any waiver of plan-level mutual fund sales charges/loads or investment minimums is based on the qualifications set forth in the applicable fund's prospectus and on the completion of any documentation required by the fund's issuer.
   - Schwab reserves the right to charge Manual Transaction Fees to the extent Recordkeeper fails to submit electronic trade and cashiering files to Schwab. Schwab shall notify Recordkeeper if it believes that Recordkeeper's failure to utilize electronic trade and cashiering files requires the application of Manual Transaction Fees. In such event, Manual Transaction Fees apply to both settlement transactions for trades traded away from, but settling at, Schwab Bank and all transactions, whether trade- or cash-based, that are not placed by Recordkeeper through any Bank-provided electronic data communications systems. In addition, manual transaction fees apply to the processing of distribution and contribution directives not submitted to Schwab Bank through an automated file transmission.
   - The Stale-Dated Check Void Fee will apply to the voiding of all checks in the amount of $20 or less that remain uncashed for more

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than 180 days or that are voided at the direction of an authorized party. Information with respect to such checks is reported to each Company or Recordkeeper or is made available to a Company or Recordkeeper for review on Schwab Bank's websites on a periodic basis. In the absence of any direction to the contrary from a Company or Recordkeeper, Schwab Bank will automatically void such checks after 180 days. Schwab Bank will charge the Fee at the time the checks are voided, provided that Schwab Bank agrees to repay such amounts to the Account in the event that the recipient of a check subsequently presents the check for payment or is otherwise located and claims the amount of such distribution. Based on past experience, the amount of such remuneration received by Schwab Bank is expected to be negligible; however, this does not represent the impact of future experience.

10. Schwab Bank reserves the right to charge overdraft fees and will provide notice of such overdraft charges to each Company where applicable. Should Schwab Bank decide at its sole discretion to charge such an overdraft fee, such overdrafts will be tracked on a daily basis per Account and will be charged at an annualized interest rate of Fed Funds plus 100 basis points on the amount of each day's overdraft. Accumulated overdraft charges will be billed on a quarterly basis.

Additional Terms

1. In addition to the expenses, specific fees and other remuneration that are set forth in this Master Fee Schedule or Other Fee Schedules, Schwab may receive remuneration from Fund Companies or their affiliates, underwriters, issuers, managers, distributors or trustees ("Program Fee Payments") for the billing, collection, asset reconciliation and other administrative services (the "Shareholder Services") it provides to Schwab customers who are fund shareholders, pursuant to a services or substantively similar agreement entered into between Schwab and the Program Fund. Such Program Fee Payments may include maintenance, networking and marketing fees in addition to Shareholder Servicing fees.
2. Schwab may also receive compensation for serving as investment advisor, administrator, underwriter, transfer agent, shareholder servicing agent, and/or broker of record with respect to its Affiliated Funds.
3. Schwab maintains a variety of pricing alternatives which generally are based on the level of Account assets held at Schwab Bank for which the Recordkeeper provides services. Schwab Bank typically retains a specific amount of the fees collected from Fund Companies on Account assets for the billing, collection, asset reconciliation and other Shareholder Services Schwab Bank provides with respect to assets held in the Accounts, as follows:
   - Where Account assets are held at Schwab Bank, except as set forth in (a) and (b) below, Schwab Bank will generally retain up to zero basis points of the services fees received by Schwab Bank from a Program Fund, with the following exceptions:
     a. Where the Account assets are invested in the Schwab Funds and Laudus Funds, Schwab Bank will pass through the entire Program Fee Payment received from the funds as a "Shareholder Servicing Payment."
     b. Where the Account assets are invested in Schwab Bank's collective trust funds, Schwab Bank will retain from 40% to 100% of the OER of each fund, as published in the fund's Declaration of Trust and/or Participation Agreements.
   - Where Account assets are held at Charles Schwab & Co., Inc., Schwab will retain up to 100% of the Program Fee Payments for the Shareholder Services Schwab provides with respect to assets held in the Accounts.
   - The Company may direct Schwab, pursuant to the Company's election on the Appendix, to forward the remaining portion of fees collected from Fund Companies to the Recordkeeper for the additional Shareholder Services the Recordkeeper provides to the Plan, Plan Participants or, under certain conditions, directly to the Account. Recordkeeper confirms that each Company will request from Recordkeeper further information regarding specific amounts remitted by Schwab or to the Recordkeeper for Shareholder Services.
   - With respect to any portion of the Program Fund payments that are not retained by Schwab, the Company may direct Schwab to forward to and deposit that portion of fees collected from Fund Companies into the Account. For purposes of this direction, the Program Fund payments forwarded to and deposited into the Account shall not include any income earned on cash float, gains from trade errors and amounts related to uncashed checks, any hard dollar fees, and any participant level charges and commissions, including those associated with the self-directed brokerage option.
   - The Recordkeeper represents that the Program Fund payments forwarded to and deposited into the Account, if any, shall be applied for the sole and exclusive purpose of paying such direct, necessary and proper Account expenses pursuant to the Plan. The Recordkeeper shall have all responsibility for investing the compensation forwarded to and deposited into the Account in accordance with the terms of the plan and trust and any other governing documents. All parties to this agreement acknowledge: (i) each applicable plan fiduciary and each Company has the sole responsibility and liability for determining whether expenses constitute direct, necessary and proper expenses of the applicable trust under ERISA, other governing law, and the terms of the plan and trust, and (ii) neither Schwab nor its affiliates shall have responsibility or liability with respect to the direction above and/or such determination, and (iii) without limiting the general limitation of liability and Indemnification contained in any trust or custody Agreement between a Company and Schwab, each Company and the Recordkeeper shall indemnify, release and hold harmless Schwab and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all loss, liabilities, demands, claims, actions and expenses (including, without limitation, any attorney fees, sanctions and taxes) arising out of, or in connection with the foregoing. If the Company elects to have the Program Fund payments deposited to the plan Account, the Recordkeeper, on behalf of each Company, shall allocate such amounts to participant plan account balances. In the event such amounts are not allocated to participant plan account balances, the Recordkeeper, on behalf of each Company, represents that the Program Fund payments forwarded to and deposited into the Account, if any, shall be applied for the sole and exclusive purpose of paying, during the applicable plan year, such direct, necessary and proper Account expenses as are incurred during such plan year, as directed by the Company in its sole discretion.
   - Actual amounts may be more or less than the range stated above based upon the individual funds selected for inclusion in an Accounts investment options. Recordkeeper, on behalf of each Company, acknowledges and agrees that the amounts described in this Section 3 are approved by it on behalf of each applicable plan fiduciary and each Company and are payable to Schwab Bank and to an Account, as applicable, and that such amounts have been provided to each applicable plan fiduciary and each Company so that each applicable plan fiduciary and each Company may take them into consideration in determining the reasonableness of the amounts payable to Schwab Bank and the applicable Account. The amounts forwarded to each Account are reported to each applicable plan fiduciary and each Company, as applicable, on the Shareholder Services Reports, which are made available to each applicable plan fiduciary and each Company through Schwab Bank's schwabretirementcenter.com website or are mailed directly to each applicable plan fiduciary and each Company, as applicable.
4. Recordkeeper acknowledges and agrees on behalf of each applicable plan fiduciary and each Company that Schwab Bank may receive, as compensation for its services, any credit, interest or other earnings (collectively "Float") on aggregate cash balances that

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Schwab Bank has on deposit with Schwab Bank or any third-party bank or other financial institution. Such cash balances may result from cash contributions not yet invested, cash pending trade settlement, or cash pending distribution from the Account. See the Schwab Bank Trust or Custody Agreement for more information regarding the applicable service standards for these processes.

- Schwab Bank has the authority to initiate investments on behalf of the Account only upon receipt of instructions from an applicable plan fiduciary or a Company or other authorized party. Schwab Bank calculates its cash Float investment amount each business day by netting all cash activity and adjusting for cash reserved for investment or reinvestment and for cash reserved for distributions. The result is further adjusted by an additional reserve amount determined by the Bank in its sole discretion as necessary to satisfy the Account's cash needs the following day for settlement of trades and payments, which may be adjusted from time to time.
- The net cash Float amount is held subject to the earning of Float as non-interest bearing deposits by, and is commingled with the general assets of the Bank. Charles Schwab Bank estimates the value of float on uninvested cash deposit balances to be equal to the federal funds rate (which is the rate at which depository institutions lend balances at the Federal Reserve to other depository institutions overnight) less the cost of FDIC insurance premiums Charles Schwab Bank is required to pay on such deposits. Exact rates earned for representative periods are available upon request.

Authorization and Acceptance

Invoice Mailing: The undersigned hereby instructs Charles Schwab Bank to mail the quarterly fee invoices to the Recordkeeper at the address below:

Mailing Address:

Recordkeeper Name EPIC Advisors, Inc. dba EPIC Retirement Plan Services			
Attention To Finance			
Address 150 State Street	City Rochester	State NY	Zip Code 14614

Agreed and Accepted:

RECORDKEEPER

Signature Required

X Authorizing Person Signature	President Title	9/18/2018 Date (mm/dd/yyyy)
Manuel Marques Print Name	EPIC Advisors, Inc. Company	

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Appendix: Plan Set-up Information

Plan Information

Plan Name		
Elite Academic Academy 403(b)		
Total Plan Assets	Total Plan Participants	As of Date
$0.00	0	01/01/2019

Fee Schedule to Apply (check one):

☒ **Traditional** – Charles Schwab Bank standard market value based pricing. Charles Schwab Bank retains up to zero basis points of the Shareholder Servicing Payments received from the fund companies.

☐ **Schwab Bank Savings**† – Charles Schwab Bank market value based pricing for accounts utilizing Schwab Bank Savings, a money market deposit account ("MMDA") established at Charles Schwab Bank. Charles Schwab Bank retains up to zero basis points of the Shareholder Servicing Payments received from the fund companies.

Shareholder Servicing Payments (check one):

☒ **Shareholder Servicing Payment to Recordkeeper -** The Company directs and authorizes Charles Schwab Bank to forward all Shareholder Servicing Payments received by the Program Funds to the Recordkeeper.

☐ **Fee Offset by Shareholder Servicing Payments and forward to Recordkeeper -** The Company directs and authorizes Charles Schwab Bank to deduct the quarterly fee invoice amount from the Shareholder Servicing Payments received by the Program Funds. Charles Schwab Bank will forward any remaining Shareholder Servicing Payments to the Recordkeeper.

☐ **Fee Offset by Shareholder Servicing Payments and Deposit into Plan -** The Company directs and authorizes Charles Schwab Bank to deduct the quarterly fee invoice amount from the Shareholder Servicing Payments received by the Program Funds. Charles Schwab Bank will deposit any remaining Shareholder Servicing Payments to the plan Account.

☐ **Shareholder Servicing Payment to Plan -** The Company directs and authorizes Charles Schwab Bank to deposit all Shareholder Servicing Payments received by the Program Funds into the plan Account.

† "Schwab Bank Savings" is a money market deposit account ("MMDA") established at Charles Schwab Bank. A MMDA is a type of savings deposit. FDIC Coverage: Funds deposited in the MMDA at Charles Schwab Bank are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 when aggregated with all other deposits held by a Plan Participant in the same capacity at Schwab Bank. Participants are responsible for monitoring the total amount of deposits that they hold with Schwab Bank, in order to determine the extent of deposit insurance coverage available to them on their deposits, including the MMDA.

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Sweep Instruction Form

The undersigned plan sponsor, administrator or other fiduciary as named fiduciary (the "Plan Sponsor") under the Directed Employee Benefit Trust or Custody Agreement (the "Agreement") serving as the funding medium for the employee benefit plan identified below (the "Plan") hereby instructs Charles Schwab Bank ("Schwab Bank") to enroll the Plan and the account for the Plan (the "Account") in Schwab Bank's Sweep Program as described in the Charles Schwab Bank Disclosure Statement for Schwab Bank Sweep Program for Trust and Custody Accounts (the "Disclosure Statement"). Further, the Plan Sponsor hereby selects the deposit account or Government Money Market Fund each identified below as the sweep vehicle for the Account. The Plan Sponsor retains, in its sole discretion, the authority to instruct Schwab Bank to invest uninvested account cash pending investment or distribution. The Plan Sponsor agrees to the terms of the Disclosure Statement.

The undersigned Plan Sponsor's authority includes, without limitation, (i) the authority to give instructions for transactions in securities and financial instruments, including the buying and selling of stocks, bonds, debentures, notes, subscription warrants, stock purchase warrants, options, mutual fund shares, evidences of indebtedness and any other securities or deposit products, instructions or contracts related to securities and (ii) where necessary, the authority to complete any such transaction, transfer, convert, endorse, or take such other actions with regard to securities, deposit products or financial instruments as are needed to effect such transactions. Schwab Bank is authorized to act on such directions issued by and received from the undersigned Plan Sponsor.

All Schwab Bank Accounts that are enrolled in the Sweep Program elect Schwab Bank Sweep for Employee Benefit Plans as the sweep vehicle unless the use of a bank deposit product is not permitted for a particular account under applicable law or regulation, such as an account holding assets of a 403(b) plan.

403(b) plan accounts (or other accounts that are not permitted use of a bank deposit product under applicable law or regulation) that are enrolled in the Sweep Program elect the Schwab® Government Money Market Fund (NASDAQ Symbol "SWGXX") as the sweep vehicle.

Plan Sponsor Name (please print) Elite Academic Academy			
Plan Name (please print) Elite Academic Academy 403(b)			
Address 2060-D E. Avenida De Los Aroboles #504	City Thousand Oaks	State CA	Zip Code 91362-####

Plan Sponsor (Signature and Date Required)

X Meghan Freeman
Authorizing Person Signature — Date 01/21/2019

Meghan Freeman
Print Plan Sponsor Authorized Person — Title Chief Academic Officer

If instruction applies to an existing account:

Plan Account Number

Please detach and retain the following Charles Schwab Bank Disclosure Statement for your records.

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Charles Schwab Bank Disclosure Statement for Schwab Bank Sweep Program for Trust and Custody Accounts

Please read this document carefully and keep a copy for your records. You should also review the prospectus for any government money market funds that you may be eligible to use under the Sweep Program.

The terms "we," "us," "our," and "Schwab Bank" in this document refer to Charles Schwab Bank. The term "Business Trust Division" refers to the institutional trust and custody department of Schwab Bank. The term "Schwab Bank Account" refers to an institutional trust or custody account established in the Business Trust Division. The terms "you," "your," and "client" refer to the institutional trust or custody client of Charles Schwab Bank or the person authorized to act on behalf of a client or who has been allocated investment responsibility for the assets held in a client's Schwab Bank Account.

Cash Features Disclosure Statement

1. Introduction

The Sweep Program is the service that the Business Trust Division provides that permits the uninvested cash in a Schwab Bank Account to earn income pending investment or disbursement. Schwab Bank Sweep for Employee Benefit Plans is the option generally available to Schwab Bank Accounts under the Sweep Program. The program deposits uninvested cash held in a Schwab Bank Account in a liquid savings deposit account to earn interest. This deposit account is maintained in the banking division of Schwab Bank and is insured by the Federal Deposit Insurance Corporation ("FDIC"). Upon direction to enroll a Schwab Bank Account in the Sweep Program, the Schwab Bank Account's uninvested cash will automatically be deposited to, or withdrawn from, a deposit account maintained in the banking division of Schwab Bank.

All Schwab Bank Accounts that are enrolled in the Sweep Program on or after May 15, 2017 may only elect to use Schwab Bank Sweep for Employee Benefit Plans as a sweep vehicle unless the use of a bank deposit product is not permitted for a particular account under applicable law or regulation, such as an account holding assets of a 403(b) plan. In such cases, a Schwab® Government Money Market Fund sweep vehicle will be made available in order to meet the legal requirements for investments by such plans.

The Sweep Program requires a client to direct the Business Trust Division to add the Sweep Program to its Schwab Bank Account, at the time the account is opened, or any time thereafter, in order to enable the Sweep Program with respect to the Schwab Bank Account. If a client does not direct the use of the Sweep Program, no sweep services will be provided

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to a Schwab Bank Account.

2. Client Responsibility to Monitor Eligibility

It is each client's responsibility to determine whether or not to utilize the Sweep Program in connection with its Schwab Bank Account. Information about the Sweep Program is available at any time by contacting Schwab Bank or by going to http://src.schwab.com.

3. Interest Rates and Yields

Current interest rates and yields for the sweep vehicles available in the Sweep Program can be obtained online at http://src.schwab.com.

The interest rate paid on the Schwab Bank Sweep for Employee Benefit Plans is established periodically by Schwab Bank based on prevailing market and business conditions. Schwab Bank Sweep for Employee Benefit Plans used under the Sweep Program is not intended for long-term investments. Clients may want to consider higher-return alternatives for uninvested cash that is not needed immediately.

For 403 (b) plan Schwab Bank Accounts, Schwab® Government Money Market Fund seeks to achieve the highest yield (less fees and expenses) consistent with prudence and its investment objectives.

4. Schwab Bank Sweep for Employee Benefit Plans Sweep Vehicle

When the Sweep Program has been elected for a Schwab Bank Account, the uninvested cash held in a Schwab Bank Account will automatically be deposited in Schwab Bank Sweep for Employee Benefit Plans, a deposit account (the "Deposit Account") maintained in the banking division of Charles Schwab Bank. Similarly, funds will be automatically withdrawn from the Deposit Account, as required, to settle purchase transactions or fund disbursements from a Schwab Bank Account. The Deposit Account is a money market deposit account described in 12 C.F.R. Section 204.2(d)(2) of the Federal Reserve Board's Regulation D ("Regulation D") (a "MMDA") established in the banking division of Charles Schwab Bank. Further, Schwab Bank, as exclusive agent for the benefit of Schwab Bank Accounts for which it acts as directed trustee or custodian, has established the Deposit Account in the banking division of Schwab Bank in the name of the Business Trust Division on behalf of Schwab Bank Accounts for which it acts as directed trustee or custodian. The Deposit Account is eligible for FDIC insurance as described below.

Funds in the Deposit Account at Schwab Bank are eligible for deposit insurance by the FDIC up to a total of $250,000 for principal and accrued interest per depositor when aggregated with all other deposits held by the depositor in the same insurable capacity at Schwab Bank. For example, funds in the Deposit Account at Schwab Bank held by an individual are insured up to

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$250,000. For IRAs, Section 457 Plans, self-directed Keogh Plans, and certain other self-directed defined contribution plans, funds in the Deposit Account at Schwab Bank are eligible for deposit insurance up to $250,000 for principal and accrued interest per depositor in the aggregate. Please read "Deposit Insurance: General" and "Deposit Insurance: Retirement Plans and Accounts" later in this disclosure for important information about the deposit insurance coverage for different types of accounts and how the FDIC aggregates balances in multiple accounts when calculating the amount of coverage.

If Schwab Bank Sweep for Employee Benefit plans is the sweep vehicle for your Schwab Bank Account, uninvested cash swept to the Deposit Account generally will not begin to earn interest until the following Business Day. In relation to Schwab Bank Sweep for Employee Benefit Plans, the term "Business Day" shall mean any day on which both Schwab Bank and the New York Stock Exchange are open for business. Uninvested Cash from a Schwab Bank Account will be deposited into the Deposit Account without limit even if the amount deposited exceeds the $250,000 federal deposit insurance limit. In addition, for deposit insurance purposes, any deposit accounts (including certificates of deposit) that are established in one insurable capacity directly with Schwab Bank will be aggregated with the Deposit Account established for Schwab Bank Sweep for Employee Benefit Plans in the same insurable capacity. Each client and to the extent applicable, any individuals (such as participants or beneficiaries under a retirement plan) that may hold a beneficial interest in the assets held in a Schwab Bank Account, is responsible for monitoring the total amount of deposits maintained at Schwab Bank in order to determine the extent of available deposit insurance coverage. Each client should carefully review the "Deposit Insurance: General" and "Deposit Insurance: Retirement Plans and Accounts" sections herein.

Structure. The MMDA is a direct obligation of Schwab Bank and is not, either directly or indirectly, guaranteed by Charles Schwab & Co., The Charles Schwab Corporation, or any affiliate or subsidiary other than Schwab Bank.

Deposits. When uninvested cash in a Schwab Bank Account is available to be swept, the Business Trust Division, as your agent, will deposit your Schwab Bank Account's uninvested cash balance in the MMDA which was established in the banking division of Schwab Bank.

Withdrawals. As your agent, the Business Trust Division will make all withdrawals necessary to settle purchase transactions and fund disbursements of payments from your Schwab Bank Account.

Federal banking regulations limit the number of electronic transfers or withdrawals from an MMDA to six during a monthly statement cycle. The Business Trust Division, as your agent, will present withdrawal instructions in person daily to the banking division of Schwab Bank in order to comply with this regulatory requirement and to ensure that these limits are not exceeded. This limit on MMDA transfers will not limit the number of withdrawals that can be made from

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funds on deposit at Schwab Bank through the Sweep Program, the interest rate your Schwab Bank Account earns, or the amount of FDIC insurance coverage for which the Schwab Bank Account is eligible.

Under federal banking regulations, Schwab Bank must reserve the right to require seven days' notice before permitting a transfer of funds out of an MMDA. Schwab Bank has indicated that it currently has no intention of exercising this right.

Interest Rate for Schwab Bank Sweep for Benefit Plans. Interest rates will be established periodically by Schwab Bank based on prevailing market and business conditions.

Interest accrues on funds from the day they are deposited until (but not including) the day they are withdrawn. Interest is compounded daily and credited on the last business day of each month. The interest rates paid on the Deposit Account may be higher or lower than the interest rates available to depositors making deposits directly with Schwab Bank or other depository institutions in comparable accounts. You should compare the terms, interest rates, required minimum amounts, and other features of Schwab Bank Sweep for Benefit Plans with those of other alternative investments.

Account Statement. All transactions in the Deposit Account maintained under the Sweep Program will be confirmed on your trust or custody account statement, which will also show your Schwab Bank Account's opening and closing balances and the interest earned for the period. The Business Trust Division is responsible for the accuracy of your trust or custody account statements including transactions in the Deposit Account made through the Bank Sweep Program.

Your Schwab Bank Account's Relationship with the Business Trust Division and Schwab Bank. The Business Trust Division acts as your agent in establishing the Deposit Account under the Sweep Program and in depositing and withdrawing funds. You will receive no evidence of ownership, such as a passbook or certificate. Instead, Deposit Account ownership will be evidenced by a book entry on the account records of banking division of Schwab Bank and by records that the Business Trust Division maintains as trustee or custodian of the assets held in your Schwab Bank Account. No checks shall be furnished by the Business Trust Division or Schwab Bank directly against the Schwab Bank Account or Sweep Program.

Schwab Bank may, at its discretion and upon written notice, terminate your Schwab Bank Account's use of the Sweep Program.

Information about Schwab Bank. Schwab Bank is a federal savings association that is regulated by the Office of the Comptroller of the Currency of the U.S. Department of the Treasury. Charles Schwab & Co. and Schwab Bank are separate but affiliated companies and wholly owned subsidiaries of The Charles Schwab Corporation. The Charles Schwab Corporation is a savings and loan holding company, regulated by the Federal Reserve Board.

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Upon request, Schwab Bank will provide you with the publicly available financial information you would receive if you established a deposit account directly with Schwab Bank. In addition, you can obtain publicly available financial information about Schwab Bank at www.ffiec.gov/nicpubweb/nicweb/nichome.aspx or by contacting the FDIC Public Information Center by mail at 3501 North Fairfax Drive, Room E-1002, Arlington, VA 22226, or by phone at 1-877-275-3342.

5. Deposit Insurance: General. The Deposit Account is insured by the FDIC, an independent agency of the U.S. government, up to $250,000 for principal and accrued interest for all deposits held by your Schwab Bank Account in the same insurable capacity at Schwab Bank. Generally, any accounts or deposits (including certificates of deposit) that are maintained directly with Schwab Bank, or through any other intermediary, in the same insurable capacity in which the Deposit Account is maintained, would be aggregated with the Deposit Account for purposes of the $250,000 federal deposit insurance limit. In the event that Schwab Bank fails, the Deposit Account is insured up to $250,000 for principal and interest accrued to the date Schwab Bank is closed. You are responsible for monitoring the total amount of deposits that are held with Schwab Bank, directly or through an intermediary, in order for you to determine the extent of deposit insurance coverage available to you or your Schwab Bank Account's beneficiaries on deposits, including the Deposit Account.

In the event that federal deposit insurance payments become necessary, payments of principal plus unpaid and accrued interest will be made to the account holder. There is no specific time period during which the FDIC must make insurance payments available, and Schwab Bank is under no obligation to credit your Schwab Bank Account with funds in advance of payments received from the FDIC. Furthermore, as account holder, you may be required to provide certain documentation to the FDIC and to Schwab Bank before insurance payments are made. For example, if your Schwab Bank Account holds deposits for you as trustee for the benefit of trust participants, you may be required to furnish affidavits with respect to the interests of any beneficial owners in the account and provide indemnities to secure an insurance payment.

If your Schwab Bank Account is assumed by another depository institution that acquires Schwab Bank pursuant to a merger or consolidation, such deposits made to the Deposit Account will continue to be separately insured from the deposits that you or your Schwab Bank Account's beneficial owners might have established with the acquirer until the expiration of a six-month period from the date of acquisition. Thereafter, any assumed deposits will be aggregated with your Schwab Bank Account or your account's beneficial owners existing deposits with the acquirer held in the same insurable capacity for purposes of federal deposit insurance. Any deposit opened at Schwab Bank after the acquisition will be aggregated with deposits established with the acquirer for purposes of federal deposit insurance.

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Deposit Insurance: Retirement Plans and Accounts.

Retirement Plans and Accounts: General. The amount of deposit insurance for which a Deposit Account held by or through one or more retirement plans or accounts will be eligible, including whether a Deposit Account held by each plan or account will be considered separately from or aggregated with a Deposit Account held by other plans or accounts, will vary depending on the type of plan or account and, in some cases, the features of the plan or account. It is therefore important to understand the type of plan or account for which a deposit through the Sweep Program has been made to the Deposit Account. The following sections discuss in general terms the rules that apply to deposits held through retirement plans and accounts. Because these rules determine the insurance available to plan participants and whether deposits made for your Schwab Account or through different retirement plans or accounts to the Deposit Account will be aggregated for purposes of the $250,000 federal deposit insurance limit, you or your Schwab Bank Account's beneficiaries should consult with a tax or legal advisor to determine the available deposit insurance coverage.

Pass-Through Deposit Insurance for Employee Benefit Plan Deposits. Subject to the limitations discussed below, under FDIC regulations, a participant's non-contingent interest in a plan's deposit in a bank deposit account is eligible for insurance up to $250,000 on a "pass-through" basis. This means that instead of the Deposit Account held by an employee benefit plan at Schwab Bank being eligible for only $250,000 in total, each employee benefit plan participant is eligible for insurance on his or her non-contingent interest in the employee benefit plan's deposits up to $250,000 subject to the aggregation of the participant's interests in different plans, as discussed below under "Aggregation of Retirement Plan and Account Deposits." The pass-through insurance provided to an employee benefit plan participant is separate from the $250,000 federal deposit insurance limit allowed on Deposit Accounts held by the individual in different insurable capacities with Schwab Bank (e.g., individual accounts, joint accounts, and the like).

The types of plans for which the Deposit Account may receive pass-through treatment are employee benefit plans, as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA"), including Keogh plans, whether or not they are technically "employee benefit plans" under ERISA, and eligible deferred compensation plans described in Section 457 of the Internal Revenue Code of 1986 ("the Code"). For purposes of Section 3(3) of ERISA, employee benefit plans are broadly defined to include most employee benefit plans, including most defined benefit plans and most defined contribution plans.

Defined Benefit Plans. The value of a plan participant's non-contingent interest in a defined benefit plan will be equal to the present value of the participant's interest in the plan, evaluated in accordance with the calculation ordinarily used under such plan.

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A Deposit Account held by a defined benefit plan that is eligible for pass-through treatment is not insured for an amount equal to the number of plan participants multiplied by $250,000. For example, an employee benefit plan has on deposit $500,000 in a Deposit Account. The employee benefit plan has two participants, one with a non-contingent interest of $425,000 and one with a non-contingent interest of $75,000. In this case, the employee benefit plan's deposit would be insured only up to $325,000; the plan would be eligible for up to $250,000 for the participant with the $425,000 non-contingent interest and up to $75,000 for the participant with the $75,000 non-contingent interest.

Overfunded amounts, which are any portion of a plan's Deposit Account not attributable to the interest of participants or beneficiaries under the plan, are insured, in the aggregate, up to $250,000 separately from the insurance provided for any other funds owned by or attributable to the plan's sponsor or a plan participant or beneficiary.

Defined Contribution Plans. The value of a plan participant's non-contingent interest in a Deposit Account held through a defined contribution plan will be equal to the amount of funds on deposit attributable to the participant's account with the plan, regardless of whether the funds on deposit resulted from contributions made by the participant, the plan's sponsor, or both.

Portions of a Deposit Account held by an employee benefit plan that is attributable to the contingent interest of participants in the plan are not insured on a pass-through basis. Contingent interests of participants in an employee benefit plan are interests that are not capable of evaluation in accordance with FDIC rules, and are insured up to $250,000 per plan.

Aggregation of Retirement Plan and Account Deposits. Under FDIC regulations, an individual's interests in plans maintained by the same employer or employee organization (e.g., a union) that are holding a Deposit Account will be insured for $250,000 in the aggregate. In addition, under FDIC regulations, an individual's interest in a Deposit Account held by (i) IRAs, (ii) deferred compensation plans for certain employees of state or local governments or tax-exempt organizations (e.g., Section 457 plans), (iii) self-directed "Keogh Plans" of owner-employees described in Section 401(d) of the Code, and (iv) self-directed defined contribution plans, will be insured for up to $250,000 in the aggregate whether or not maintained by the same employer or employee organization.

The retirement plans and accounts described below are eligible for the $250,000 federal deposit insurance limit. All deposits held through such plans and accounts will be aggregated for purposes of the $250,000 federal deposit insurance limit. This means that each Deposit

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Account a participant holds through the plans and accounts described below will be eligible for insurance up to a total of $250,000.

- Individual Retirement Accounts (IRAs). All Deposit Accounts held in Traditional, Roth, SEP-IRAs, and SIMPLE IRAs will be aggregated for purposes of the $250,000 federal deposit insurance limit and will be further aggregated with deposits held through other plans described in this section.

- Section 457 Plans. These plans include any eligible deferred compensation plan described in Section 457 of the Code.

- Self-Directed Keogh and 401(k) Plans. These are deposits held in any plan described in Section 401(d) of the Code, generally referred to as Keogh Plans, and any plans described in Section 3(34) of ERISA, including, but not limited to, plans generally referred to as 401(k) Plans. The plan must be "self-directed" to qualify for the $250,000 federal deposit insurance limit. FDIC defines "self-directed" to mean the ability of the plan participants to direct funds into a specific depository institution.

All retirement plans and accounts not listed in the preceding three bullet points, including defined contribution plans and plans that do not meet the FDIC's "self-directed" criteria, will be eligible for federal deposit insurance up to $250,000 per participant, subject to the aggregation rules described above.

Questions About FDIC Deposit Insurance Coverage. If you have questions about basic FDIC insurance coverage, please contact us. You may wish to seek advice from your own attorney concerning FDIC insurance coverage of deposits held in more than one insurable capacity. You may also obtain information by contacting the FDIC, Deposit Insurance Outreach Group, Division of Depositor and Consumer Protection, by letter (550 17th Street, NW, Washington, DC 20429); by phone (1-877-275-3342, 1-800-925-4618 [TDD]); by visiting the FDIC website at www.fdic.gov/deposit/index.html; or by email using the FDIC's online Customer Assistance Form available on its website.

6. The Government Money Fund Sweep Vehicle

Certain Schwab Bank Accounts that are ineligible to invest in bank deposit vehicles due to restrictions under applicable law or regulation may be eligible to elect to use a government money market fund as a sweep vehicle.

If your Schwab Bank Account is eligible to utilize the government money market fund as a sweep vehicle, your Schwab Bank Account's uninvested cash will automatically be invested in and redeemed from shares of a Schwab® Government Money Fund under the Sweep Program. You may visit http://src.schwab.com to request a free prospectus for a Schwab® Government Money Fund available under the Sweep Program. You should review the prospectus carefully

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before electing a Schwab® Government Money Fund as your Schwab Bank Account's sweep vehicle. The prospectus contains important information on the operation of and the expenses relating to the fund.

7. Benefits to Schwab Bank, the Business Trust Division, and The Charles Schwab Corporation and its Affiliates

Schwab Bank intends to use the cash balances in the Deposit Accounts to fund current and new lending activities and investments. The profitability on such loans and investments is generally measured by the difference, or "spread," between the interest rate paid on the Deposit Accounts and other costs of maintaining the Deposit Accounts, and the interest rate and other income earned by Schwab Bank on the loans and investments made with the funds in the Deposit Accounts. The income that Schwab Bank will have the opportunity to earn through its lending and investing activities is expected to be greater than the fees earned by Charles Schwab &Co and its affiliates from managing and distributing the Schwab® Sweep Money Funds.

Such deposits are anticipated to provide a stable source of funds for Schwab Bank's lending and investment activities. The cash balances may also be used to provide funds to develop products and services for affiliated companies of The Charles Schwab Corporation to the extent permitted by applicable law.

8. Changes to the Sweep Program by the Business Trust Division of Schwab Bank

Schwab Bank may (1) make changes to the terms and conditions of the Sweep Program; (2) make changes to the terms and conditions of Schwab Bank Sweep for Employee Benefit Plans or any other sweep vehicle permitted under the Sweep Program; (3) change, add, or discontinue the use of Schwab Bank Sweep for Employee Benefit Plans or any other sweep vehicle used under the Sweep Program; and (4) make any other changes to the Sweep Program or the sweep vehicles as allowed by law. Schwab Bank will notify you in writing of changes to the terms of Sweep Program, changes to the sweep vehicles available, or any other change in the Sweep Program prior to the effective date of the proposed change.

If a Schwab Bank Account becomes ineligible for a particular sweep vehicle, or if Schwab Bank discontinues the use of a sweep vehicle elected for a Schwab Bank Account in connection with the Sweep Program, then Schwab Bank shall remove such Schwab Bank Account from the Sweep Program. Schwab Bank will notify you in writing prior to such changes and provide you with other sweep vehicle options for which your Schwab Bank Account is eligible to invest.

A change in the sweep vehicle associated with your Schwab Bank Account may result in the loss of one or more Business Days' interest or dividends. During this time, Schwab Bank will earn float income on the uninvested cash held in your Schwab Bank Account. Please review

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Schwab Bank's current "Float Disclosure Statement" for more information which is available in your Schwab Bank Account agreement or upon request.

In the future, the Business Trust Division may add deposit vehicles provided by one or more banks to the Schwab Bank Sweep for Benefit Plans feature or substitute another bank for Schwab Bank. The Business Trust Division will provide you with advance notice of such changes to the Sweep Program.

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Schwab Debit ACH Authorization Form

This form is required for each bank account for which Debit ACH is requested/approved.

Plan Sponsor Information

Plan Name (please print)	Plan Account Number
Elite Academic Academy 403(b)	101714

Recordkeeper Information

Recordkeeper Name (please print)	Recordkeeper ID
EPIC RPS	640

The Plan Sponsor hereby establishes a standing authorization that will allow Charles Schwab Bank to request electronic funds transfers between the bank account (indicated below) and the applicable Charles Schwab Bank account. Electronic transfers will occur when an authorized Plan Sponsor or Recordkeeper representative initiates payment using the Schwab Retirement Center ("SRC") website. Transfers are subject to the restrictions and provisions noted on this authorization form and in Charles Schwab Bank's Trust and Custody Electronic Funds Transfer Service Terms and Conditions.

Upload the completed form to SRC; print and mail the completed form to Charles Schwab Bank, Attn: Asset Control, P.O. Box 52087, Phoenix, AZ 85072-2087; or email a scanned copy to CSTCAccountDocuments@schwab.com.

Charles Schwab Bank will notify you via email when the account is ready for the first Debit ACH transfer, typically within five (5) business days after the receipt of this form.

Debit ACH Authorization Release for Bank/Other Financial Institutions

The Plan Sponsor hereby authorizes Charles Schwab Bank (i) to initiate debit entries to and debit the bank account indicated below and (ii) when appropriate, to initiate reversals of erroneous or duplicate debit entries and credit the indicated bank account. Charles Schwab Bank is authorized to withdraw the exact amount of funds indicated on the SRC Notice of Deposit form associated with the Debit ACH order. This authorization will remain in full force and effect until Charles Schwab Bank has received notification from the Plan Sponsor or Recordkeeper of termination of such authorization and has had a reasonable opportunity to act upon such termination.

The ACH Pull feature requires that the Plan Sponsor's financial institution where the Plan Sponsor's bank account is established accepts electronic debit entries from Charles Schwab Bank. We recommend that you contact your financial institution before submitting your first ACH transfer to ensure that you have the appropriate account settings or permissions in place.

Charles Schwab Bank's company identification code is 2943149038 for your bank's reference.

Bank/Financial Institution Information

This is a: X ☐ Corporate/Organization Checking Account ☐ Corporate/Organization Savings Account ☐ Corporate/Organization General Ledger Account ☐ Personal Checking Account ☐ Personal Savings Account

Name of Bank or Financial Institution		
Chase		
ABA Transit Routing Number	Account Number	Bank Account Name (Nickname)
32271627	260772337	Mtn Empire
Contact Email	mfreeman@eliteacademic.com	

Removal of Bank Account

Remove the following bank account information from Charles Schwab Bank's records, including on the SRC website.

Name of Bank or Financial Institution		
ABA Transit Routing Number	Account Number	Bank Account Name (Nickname)

Signature(s) and Date(s) Required

X Meghan Freeman	Meghan Freeman	01/21/2019
Authorized Plan Sponsor Signature	Print Name	Date
X		
Additional Authorized Plan Sponsor Signature	Print Name	Date

This authorization may be terminated by any of the parties at any time by writing to Charles Schwab Bank, Attn: Asset Control, P.O. Box 52087, Phoenix, AZ 85072-2087, or by calling 1-877-319-2782.

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Schwab Debit ACH Authorization Form

This form is required for each bank account for which Debit ACH is requested/approved.

Plan Sponsor Information

Plan Name (please print)	Plan Account Number
Elite Academic Academy 403(b)	101714

Recordkeeper Information

Recordkeeper Name (please print)	Recordkeeper ID
EPIC RPS	640

The Plan Sponsor hereby establishes a standing authorization that will allow Charles Schwab Bank to request electronic funds transfers between the bank account (indicated below) and the applicable Charles Schwab Bank account. Electronic transfers will occur when an authorized Plan Sponsor or Recordkeeper representative initiates payment using the Schwab Retirement Center ("SRC") website. Transfers are subject to the restrictions and provisions noted on this authorization form and in Charles Schwab Bank's Trust and Custody Electronic Funds Transfer Service Terms and Conditions.

Upload the completed form to SRC; print and mail the completed form to Charles Schwab Bank, Attn: Asset Control, P.O. Box 52087, Phoenix, AZ 85072-2087; or email a scanned copy to CSTCAccountDocuments@schwab.com.

Charles Schwab Bank will notify you via email when the account is ready for the first Debit ACH transfer, typically within five (5) business days after the receipt of this form.

Debit ACH Authorization Release for Bank/Other Financial Institutions

The Plan Sponsor hereby authorizes Charles Schwab Bank (i) to initiate debit entries to and debit the bank account indicated below and (ii) when appropriate, to initiate reversals of erroneous or duplicate debit entries and credit the indicated bank account. Charles Schwab Bank is authorized to withdraw the exact amount of funds indicated on the SRC Notice of Deposit form associated with the Debit ACH order. This authorization will remain in full force and effect until Charles Schwab Bank has received notification from the Plan Sponsor or Recordkeeper of termination of such authorization and has had a reasonable opportunity to act upon such termination.

The ACH Pull feature requires that the Plan Sponsor's financial institution where the Plan Sponsor's bank account is established accepts electronic debit entries from Charles Schwab Bank. We recommend that you contact your financial institution before submitting your first ACH transfer to ensure that you have the appropriate account settings or permissions in place.

Charles Schwab Bank's company identification code is 2943149038 for your bank's reference.

Bank/Financial Institution Information

This is a: X ☐ Corporate/Organization Checking Account ☐ Corporate/Organization Savings Account ☐ Corporate/Organization General Ledger Account ☐ Personal Checking Account ☐ Personal Savings Account

Name of Bank or Financial Institution		
Chase		
ABA Transit Routing Number	Account Number	Bank Account Name (Nickname)
32271627	260799355	Lucerne
Contact Email	mfreeman@eliteacademic.com	

Removal of Bank Account

Remove the following bank account information from Charles Schwab Bank's records, including on the SRC website.

Name of Bank or Financial Institution		
ABA Transit Routing Number	Account Number	Bank Account Name (Nickname)

Signature(s) and Date(s) Required

X Meghan Freeman	Meghan Freeman	01/21/2019
Authorized Plan Sponsor Signature	Print Name	Date
X		
Additional Authorized Plan Sponsor Signature	Print Name	Date

This authorization may be terminated by any of the parties at any time by writing to Charles Schwab Bank, Attn: Asset Control, P.O. Box 52087, Phoenix, AZ 85072-2087, or by calling 1-877-319-2782.

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Certificate Of Completion

Envelope Id: B09158E1B5FF416795D85212545079DD
Status: Completed
Subject: Please Review and DocuSign EPIC and Platform Agreements (EAE)
Source Envelope:
Document Pages: 143
Signatures: 26
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
EPIC Agreements
52 S. Broad St.
Norwich, NY 13815
epicagreements@epic1st.com
IP Address: 136.147.62.8

Record Tracking

Status: Original
12/19/2018 7:59:40 AM
Holder: EPIC Agreements
epicagreements@epic1st.com
Location: DocuSign

Signer Events	Signature	Timestamp
Tiffany Case tcase@epic1st.com Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 107.77.230.160 Signed using mobile	Sent: 12/19/2018 11:17:45 AM Viewed: 12/19/2018 12:20:25 PM Signed: 12/20/2018 7:09:06 AM
Electronic Record and Signature Disclosure: Accepted: 12/19/2018 12:20:25 PM ID: 42ff482d-8a46-4297-ac05-e368cce5f18c		
Richard Lakin rlakin@ironfinancial.com CCO Security Level: Email, Account Authentication (None)	Richard Lakin Signature Adoption: Pre-selected Style Using IP Address: 99.30.63.161	Sent: 12/20/2018 7:09:19 AM Viewed: 12/20/2018 7:35:13 AM Signed: 12/20/2018 7:36:24 AM
Electronic Record and Signature Disclosure: Accepted: 12/20/2018 7:35:13 AM ID: 9570db59-7561-4bb1-8086-b095863d6636		
Erik Helmstetter ehelmstetter@oderllc.com Advisor Security Level: Email, Account Authentication (None), Access Code	Erik Helmstetter Signature Adoption: Pre-selected Style Using IP Address: 38.75.28.178	Sent: 12/20/2018 7:09:18 AM Viewed: 12/31/2018 10:14:48 AM Signed: 12/31/2018 11:21:51 AM
Electronic Record and Signature Disclosure: Accepted: 12/31/2018 10:14:48 AM ID: 59e6dda1-eb22-4671-814b-ee37df5e411d		
Meghan Freeman mfreeman@eliteacademic.com Chief Academic Officer Security Level: Email, Account Authentication (None), Access Code	Meghan Freeman Signature Adoption: Pre-selected Style Using IP Address: 69.146.209.166	Sent: 12/31/2018 11:22:03 AM Viewed: 1/8/2019 7:21:41 AM Signed: 1/21/2019 11:58:35 AM
Electronic Record and Signature Disclosure: Accepted: 1/8/2019 7:21:41 AM ID: 48110389-dcf8-41b8-95c1-501b4569df8e		

Signer Events	Signature	Timestamp
Manny Marques mmarques@epic1st.com President EPIC Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/21/2019 11:59:41 AM ID: da0f1587-5c60-4d03-86ce-2e6b32166b06	 Signature Adoption: Pre-selected Style Using IP Address: 67.240.238.237 Signed using mobile	Sent: 1/21/2019 11:58:50 AM Viewed: 1/21/2019 11:59:41 AM Signed: 1/21/2019 12:00:18 PM
Joseph Adams CSTCAccountDocuments@schwab.com Managing Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/22/2019 5:19:37 AM ID: b6a22bb4-9610-4e4a-bf2b-6aef5e2efd94	 Signature Adoption: Pre-selected Style Using IP Address: 162.93.65.1	Sent: 1/21/2019 12:00:32 PM Viewed: 1/22/2019 5:19:37 AM Signed: 1/28/2019 10:46:37 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Steven Weil sweil@ironfinancial.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 12/20/2018 7:09:18 AM
Christina Verrill cverrill@epic1st.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/21/2019 11:58:50 AM
Tiffany Case tcase@epic1st.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/19/2018 12:20:25 PM ID: 42ff482d-8a46-4297-ac05-e368cce5f18c	COPIED	Sent: 1/21/2019 11:58:50 AM Viewed: 1/22/2019 9:14:44 AM
sales sales@epic1st.com Test Email Signer Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	COPIED	Sent: 1/21/2019 11:58:50 AM

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Payal Virdi Payal.Virdi@ironfinancial.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/28/2019 10:46:58 AM Viewed: 1/28/2019 10:57:21 AM
EPIC Agreements EPICagreements@epic1st.com Sample Signer NBT Bancorp, Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/28/2019 10:46:58 AM Resent: 1/28/2019 10:47:03 AM
EPIC Finance Finance@epic1st.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/28/2019 10:46:58 AM
EPIC Fee Submission feesubmission@epic1st.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/28/2019 10:46:58 AM

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/28/2019 10:46:58 AM
Certified Delivered	Security Checked	1/28/2019 10:46:58 AM
Signing Complete	Security Checked	1/28/2019 10:46:58 AM
Completed	Security Checked	1/28/2019 10:46:58 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Electronic Signature Consent

Your selected trade platform ("Platform") and your recordkeeper have established a relationship with DocuSign, an unaffiliated third party provider of esignature technology to enable you to sign your Platform account forms and your recordkeeper's forms electronically. In order to utilize this technology, you must read and agree to the terms and conditions described below. Please contact your recordkeeper if you have any questions.

Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document. By Clicking "I agree", the Account Owner(s) ("You") agree to receive and sign Platform account forms and agreements and your recordkeeper's forms and agreements ("Account Forms") in electronic format. After you agree, you will be asked to answer a series of questions about your personal information in order to authenticate your identity. You must go through this process in order to view, electronically sign, print, download, and retain the Account Forms.

Getting paper copies

You may request paper copies of Account Forms provided to you electronically and you have the ability to download and print Account Forms you sign electronically through the DocuSign system during and immediately after the signing session. To request paper copies of the final versions of Account Forms you have signed electronically, please contact your recordkeeper.

Withdrawing your consent

If you agree to receive and sign Account Forms electronically, You may at any time withdraw your consent by declining to sign Account Forms from within your Docusign session, and on the subsequent page, select the check-box indicating You wish to withdraw Your consent.

Changing Your E-mail Address

Please inform Your recordkeeper if you change your email address. Once you have accessed documents for the first time and have created a Docusign account you will be able to change your email address online using Docusign.

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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To confirm that You can access this information electronically please verify that You were able to read this electronic disclosure and that You also were able to print on paper or electronically save this page for Your future reference and access or that You were able to e-mail this disclosure and consent to an address where You will be able to print on paper or save it for Your future reference and access. Further, if You consent to receiving and signing Account Forms in electronic format on the terms and conditions described above, please click the ‘I agree’ button below.
By checking the 'I Agree' box, you confirm that:

- You can access and read this Electronic Signature Consent ; and
- You can print on paper this Electronic Signature Consent or save or send the Consent to a place where You can print it, for future reference and access; and
- Until or unless You notify Your Advisor as described above, You consent to receive and sign Account Forms exclusively through electronic means.

Name	Description	Location	Contact	Email	Website	Phone
24 Hours Fitness	Fitness	Carlsbad, CA	Charles Fick	cfick@24hourfit.com	www.24hourfitness.com	805-574-4704
Academic Chess of Orange Couny	In person chess classes	Laguna Hills, CA	Adam Brody	unicyclechess@gmail.com	www.academicchess.com	949-348-2892
Academy of Musical Performances	Acting, Performances, Music	Palm Desert CA	Will Sturgeon	info@ampcv.org	www.ampcv.org	760-537-5267
American Driving School	Drivers Education and Training	San Diego, CA	Karen Rhoades	greenteendriving@gmail.com	americandrivingschool.com	619-401-5342
Angela Fesi-Pouliot	Sewing	Vista, CA	Angela Fesi-Pouliot	angelafesipouliot@gmail.com	www.sewitaliano.com	760-941-1625
Ann's School of Dance	Dance instruction	Valley Center, CA	Majorie Kunde	annsdancevc@gmail.com	www.annsdancevc.com	760-749-1617
April Lipsky	Latin instructor, IEW support, tutoring for Classical Model	Poway, CA	April Lipsky	logicalhomeschooling@gmail.com	www.logicalhomeschooling.com	805-231-9036
Art Adventure Studio	Painting, Drawing, Art Classes	Oceanside, CA	Linda	artadventurestudio@gmail.com	www.artadventurestudio.com	760-721-9899
ATH Academy	Physical Education	Fallbrook, CA	Doug Baker	dougbakerath@gmail.com	www.athacademy.org	760-908-7949
AVBA	Physical Education	Lancaster, CA	Andy Allanson	andy@two4sports.com	www.two4sports.com	661-361-0844
Barbara Carson	Tutoring, especially students who have trouble learning	San Diego, CA	Barbara Carson	BARBCARS123@aol.com		858-761-6189
Belmont Music Studio	Specializing in voice, piano, acoustic & electric guitar, cello and flute	Long Beach, CA	John Capito	belmontmusicstudio@hotmail.com	www.belmontmusiclessons.com	562-856-1111
Bettina's Heart Centered Horsemanship	Horseback lessons and skills	Bonsall, CA	Jeff Ossana	BettinaOssana@gmail.com	www.horsespiritranch.net	760-484-8798
Brianna Bottle Tutoring	Tutoring-all subjects	Ramona, CA	Brianna Bottle	briannabottle@berkeley.edu		760-828-0030
Brilliant Kids Montessori School	Tutoring service for piano and dance	Encinitas, CA	Amy Ma	attachusa@gmail.com	www.carlsbadmontessori.com	760-828-8090
Cece's Artistic Touch	Art Classes	Indio, CA	Cecelia Cruz	cececruzen333@gmail.com	www.cecesartistictouch.com	760-567-1072
Center Stage Dance Company	Dance Instruction	Indio, CA	Heather Jibben	centerstagedancecompany@gmail.com	www.csdcindio.com	760-399-0354
Challenge Island San Diego	Cross-curricular, project-based STEAM and life-skills	San Diego, CA	Liezel Buenavista	rtanag@challenge-island.com	www.challenge-island.com	858-633-7648
Chuck Jones Center for Creativity	Arts and Visual Arts	Costa Mesa, CA	Cyndi Burgess	cyndi@chuckjonescenter.org	www.chuckjonescenter.org	949-660-7793
Classical Integrated Courses	IEW Writing, History, Literature, US Government	Spring Valley, CA	LaChrisha Randle	prov_16@yahoo.com		619-733-4956
Clay Babcock	Tennis Lessons	Encinitas, CA	Clay Babcock	claybabcock@cox.net	www.solidstrokes.com	760-936-6877
Coastal Music Studios	Music lessons of all types	Oceanside	Andy Allen	Andy@coastalmusicstudios.com	www.coastalmusicstudios.com	760-237-8212
Code Gauchos, Inc.	Computer Programming, Coding Lessons	Lake Forest, CA	Timothy & Jody Sandberg	tim@codegauchos.com	www.codegauchos.com	949-681-6948
Creative Creatures & Co.	Art Education and Art History	San Juan Capristrano, CA	Kameron Von der Ahe	kameron@ccartcollective.com	creativecreaturescompany.com	949-291-6910
Cynthia White	Tutoring K-8th grade all subjects including Arts and Crafts	San Diego, CA	Cynthia White	cindy@whiteroadgraphics.com		619-788-9993
David Barnes	Personalized music lessons, including guitar, drums, bass, piano and violin	Vista, CA (willing to travel)	David Barnes	david0x7f@cox.net		760-295-9370
Desert Theater Works Corp.	Performance Arts	Indio, CA	Ronald Phillips-Martinez	ron@dtworks.org	www.dtworks.org	760-407-3005
Dianna Singas	Tutoring	Vista, CA	Dianna Singas	dsingas@eliteacademic.com		714-396-6222
Eden Learning Academy	Enrichment Courses for grades 6-12	Murrieta, CA	Sarah Reid	sarah@edenlearningacademy.com	www.edenlearningacademy.com	951-405-4466
Emerald Vocal Studio	Vocal Lessons	Escondido,CA	Tersila Romero	Tersila@aol.com		760-846-1002
EMH Sports	Physical Education Team Sports in	Vista, CA (& other locations-check website)	Linda Hollis	accounting@emhsports.com	http://www.emhsports.com/	951-541-0494
Encore Academy	Acting, Modeling, Social Media Training, Headshots	San Diego, CA	Isabella Brodsky	infor@encoreacademy.us	www.encoreacademy.us	619-930-5497
Erin Burhans	Tutoring in all subjects	San Marcos, CA	Erin Burhans	erin.burhans@cox.net		760-599-8770
Fire & Mud Studios	Family-owned Pottery	San Marcos, CA	Kathy Clanton	fireandmudstudios@gmail.com	www.fireandmudstudios.com/	760-622-9169
Freedom in Motion	Parkour and Free Running Instruction	Murrieta, CA	James Davidson	jimmyrdavidson@gmail.com	www.FreedomInMotiongym.com	951-435-8809
Friends of Willow Tree	Waldorf Instruction	Fallbrook, CA	Bethany Chaffin	fowt@willowtreelearning.org	www.friendsofwillowtree.org	760-260-3155
Fun Fitness for Kids	Physical Fitness- Aerobics, Endurance, Strengthening, Basic Nutrition	San Diego, CA	Christine Orestano	christine.orestano@gmail.com		858-361-2677
German School Campus, Inc	German Instruction	Aliso Viejo	Ursula Schoeneich	principal@germanschoolcampus.com	www.germanschoolcampus.com	949-285-0829
Grainne Sheehan	Music	Escondido, CA	Grainne Sheehan	grainnesuzuki@gmail.com		760-410-9355
Gregory Lawrence	Music lessons- Violin, Orchestra	San Diego, CA	Gregory Lawrence	gjlcco1954@gmail.com		619-300-5520
Grindstone Farms	Horesback riding lessons	San Marcos, CA	Julie Herrick	julieaherrick@gmail.com		760-445-7946
Hangar Trampoline Parks	Trampolines, Bubble Soccer	Riverside, CA	Echo Grogan	egrogan@hangartrampolineparks.com	hangartrampolineparks.com	562-304-8951
HOPE	Multi-Subject	Moreno Valley, CA	Misheilya Shorter	mshorter@thevisioncenter.org		951-229-1946
Ingenious Learning	Math and Reading Enrichment Program	Long Beach, CA	Jila Hatam	jilahatam@ikumon.com	www.kumon.com/long-beach-ca	562-493-4996
Jeff Johnson	Music Lessons	Escondido, CA	Jeff Johnson	jjohnson@clcfamily.org		831-206-8593
Jonathan Valverde	Voice, Piano, Ukulele, Spanish Lessons	San Diego, CA	Jonathan Valverde	JVMusicBox@gmail.com	www.jonathanvalverde.com	619-890-9786
Julie Picot	Horseback riding lessons	Valley Center, CA	Julie Picot	jewels92082@yahoo.com	www.juliepicothorsetraining.com	619-884-3982
Kellie Dolan	Tutoring	Palm Desert CA	Kellie Dolan	kelliedolan@mac.com		760-464-9619
Kidz Tyme, Inc.	Physical Education	San Diego, CA	Virginia Valente	virginia@kidztyme.org	www.kidztyme.org	858-485-0481
Kim Keeth	Tutoring: Specializes in math, science and writing	San Marcos, CA	Kim Keeth	kimkeeth1@gmail.com		858-254-4808
Krav Maga of Orange County	Self Defense Training	Mission Viejo, CA	Yuri Boiarsky	yuri@kravmagaoc.com	www.kravmagaoc.com	714-906-6819
LA Dodgers Training Academy	Athletics, Baseball, Physical Education, Sports	Los Angeles, CA	Andy Allanson	aallanson@eliteacademic.com		66-354-8301 ext 709
Level Up Handles	Physical Education	Indio, CA	Mandeep Saharan	leveluphandles@gmail.com	www.leveluphandles.com	310-765-0875
Marsi Carr Music Instruction	Voice, piano, guitar, banjo/violin for beginners	Valley Center, CA	Marsi Carr	marsi@carrfamily.com	www.carrfamily.com	760-933-9174
Matthew Makkai	Tutoring	Los Angeles, CA	Matthew Makkai	mcmakkai@gmail.com		760-977-8871
Matt Savina	Music teacher	Oceanside, CA	Matt Savina	mattsavina@gmail.com		808-780-7801
Meridian Academy	Tutoring/ Small Group classes, all subjects	Escondido, CA	Elissa Reade	info@meridianacademysd.com	www.meridianacademysd.org	760-278-3133
Mesa Rim Climbing Center	Rock Climbing, Physical Education	San Diego, CA	Caitlin Hickey	events@mesarim.com	www.mesarim.com	858-262-9207
Metropolitan Educational Theater Network (MET 2)	Performing Arts	Long Beach, CA	Kathie Urban	kathiejurban@aol.com	www.met2.org	818-519-1189
Molly's Music	Music Lessons	Costa Mesa, CA	Anne LaBella	anne@mollysmusicfoundation.org	www.mollysmusicfoundation.org	714-747-6966
Momentum Training Center	Soccer training, Agility, Fitness, Cognitive decision making	San Marcos, CA	Curt Knowles	curt@momentumtrainingcenter.com	www.momentumtrainingcenter.com	760-670-2050
Nexgen Academy	Science curriculum for 8th-12th grades	San Diego, CA	Kris Johanson	kjohanson@nexgenacademy.org	www.nexgenacademy.org	858-220-1435
Noonan Family Swim School-Murrietta	Swimming lessons	Murrietta, CA	Monica Noonan	danielle@noonanswim.com	www.noonanfamilyswimschool.com	951-813-9500
North County Gymnastics and the Gyminny Kids	Recreational Gymnastics	San Diego, CA	Karen McGuire	info@gyminnykids.com	www.gyminnykids.com	858-451-0204
On Pointe Productions	Dance Instruction	Norco, CA	Cristina O'Connell	cristina@onpointedance.org	www.onpointedance.org	951-738-9085
Pali Institute	Outdoor Education	Running Springs	Kat Lyon	assistantcontroller@palimountain.com	www.paliinstitute.com	909-939-0888
Priscilla Mondragon	Middle and High School Tutor	Vista, CA	Priscilla Mondragon	prisci.mondragon@gmail.com		619-646-8945
Rachael Kone	Music Instruction	Vista, CA	Rachel Kone	rachael.kone@gmail.com	www.rachaelkone.com	949-433-6844
RedLine Athletics Temecula	Physical Education	Temecula, CA	Chase Salina	chase.salina@redlineathletics.com	www.redlineathletics.com	951-719-3842
Ride RDM	Horseback lessons and skills	San Marcos, CA	Anne Speck	speckrdm@gmail.com	www.riderdm.com	760-715-5426
Robin N. Young	Pottery, Drawing and Painting (Art) Instruction	Aliso Viejo, CA	Robin N. Young	robinyoungpottery@gmail.com	robinyoungpottery.com	
Rock Creek Education	On-site enrichment classes including Rube Goldberg, Science, Drawing	Vista/San Marcos, CA	Jim Hobbs	hobsterj@yahoo.com	www.rockcreekeducation.com	760-310-6686
Rockside Music Studios	Music Lessons: Piano, Drums, Guitar, Bass, Voice etc.	Riverside, CA	Henoch Thomas	info@rocksidemusic.com	www.rocksidemusic.com	951-523-0919
San Diego Danceworks	Dance instruction	San Diego, CA	Barbara Rinaldo	danceworkssd@aol.com	www.sddanceworks.com	858-272-7456
Sarah Thompson	Tutor All Subject K-8 and Math up to precalculus 11th Grade	Escondido, CA	Sarah Thompson	sthompson1994@pointloma.edu		760-532-9660
Scripps Nature Camp	Learn about the environment. Also provide yoga, soccer and gymnastics	San Diego, CA	Pamela Enciso	info@scrippsnaturecamp.com	www.scrippsnaturecamp.com	619-847-1316
Sheffieild Educational Services	Math classes and tutoring for all levels	La Mesa, CA	Louvina Sheffeild	vsheffield@yahoo.com	http://www.sheffieldeducationalservices.com/	619-402-5704
Shenmo Education	Abacus Wizard Classes, Mental Math Classes	San Diego, CA	Grace Chou	info@shenmomath.com	www.shenmomath.com	858-951-7788
SoCal Stem	Math, Robotics, Video Game Design, Science	La Mesa, Carlsbad	James Sanders	socalstem@gmail.com	www.socalstem.net	951-638-4334
Studio 1 Dance Academy	Dance instruction	Santa Clarita, CA	Jan Frishette	studio1jan@gmail.com	www.studio1danceacademy.com	661-296-1268
Swim Safe Aquatics	Teaches Safe Swimming	Lake Elsinore, CA	April May	swimsafeaquatics@gmail.com	www.swimsafeaquatics.com	951-226-7562
Synergy Academics	Full service academic resource center, Tutoring, Test Preperation and mor	West Hills, CA	Jennifer Lopata	jennifer@synergyacademics.com	synergyacademics.com	818-888-8665
Teresa Mansfield	Multi-Subject- Art, Sculpture, theater, Math, Cooking, Sewing	Oceanside, CA	Teresa Mansfield	tmmea1@gmail.com	tmmea.org	760-277-7443
Technique Training Center	Physical Education	Indio, CA	Carlos Miller	info@techniquemma.com	www.techniquefit.com	760-360-3500
Tempest Freerunning Academy	Parkour and Free Running Instruction	Vista, CA	James Paugh	academync@tempestfreerunning.com	www.tempestacademy.com	760-305-8926
Tersila Romero	Voice Lessons	Escondido, CA	Tersila Romero	tersila@aol.com	www.emeraldvs.com	760-846-1002
The League of Amazing Programmers	Multi-Subject	San Diego, CA	Vickie Barks	blanca@sandiego.twbc.com	www.jointtheleague.org	858-284-0481
The Native School	Nature based enrichment progams for 3-7 year olds	Encinitas, CA	Shannon Rine	admin@thenativeschool.com	www.thenativeschool.com	760-814-9870
The Realm Creative Academy, LLC	Multi-Subject	Santa Monica, CA	Jessica Slayback	cyndy@realmacademy.com	www.realmacademy.com	310-399-1139
Tossom Dive Club	Diving lessons	Santa Clarita, CA	Mike Dreyfus	mike@tossomdive.com	https://www.tossomdive.com/	818-324-3752
Tutoring For Kids	Tutoring for all subjects	San Diego County	Shari Parsky	Sharbear92108@yahoo.com	www.tutoringforkids.net	619-280-7210
US Blackbelt Academy	Martial Arts	Laguna Niguel, CA	Rachel Kravitz		www.teamusba.com	
U.S. Music Lessons	Piano, Voice, Drum, Ukelele	San Marcos, CA	Vince Harvey	info@usmusiclessons.com	www.usmusiclessons.com	858-451-7265
Urban Workshop	Hands on, Maker's Lab	Costa Mesa, Carlsbad	Steven Trindade	strindade@urbanworkshop.net	www.urbanworkshop.net	949-296-2153
Wagner's School of Music	Music instruction of all types	La Mesa, CA	Kathleen Felt	kathleen@wagnersmusic.com	www.wagnersmusic.com	619-460-0992
Wendell Sanders	Music Instruction	Moreno Valley, CA	Wendell Sanders	tonewheelking@gmail.com		951-732-6272
Xochitl Pereira	Tutoring for all subjects	Carson, CA	Xochitl Pereira	pereiraxochitl@gmail.com		310-749-5847
Yolandy Geraghty	Study Skills, Math, Science, Social Studies, Test Prep, Music Theory, Violi	San Marcos, CA	Yolandy Geraghty	tutorlynda9@gmail.com		530-908-0932

Company Name	Website
Aceable, Inc	www.aceable.com
Acorn Naturalists	www.acorn-naturalists.com
All About Learning Press, Inc.	www.allaboutlearningpress.com
Art of Problem Solving	www.artofproblemsolving.com
Art Supplies Wholesale	www.allartsupply.com
Arts Attack Publications	www.homeschoolart.com
Athena's Advanced Academy, LLC	www.athenasacademy.com
B & H Foto & Electronics Corp	www.bhphoto.com
Beautiful Feet Books, Inc.	www.bfbooks.com
Blick Art Materials	www.dickblick.com
BookShark, LLC	www.bookshark.com
Brave Writer	www.bravewriter.com
Build Your Library	www.buildyourlibrary.com
BYU Independent Study	is.byu.edu
Carroll Business Supply, Inc	www.carrollbusinesssupply.com
Clear Water Press, Inc	www.clearwaterpress.com
College Prep Genius	www.collegeprepgenius.com
Crafty School Crates	www.craftyschoolcrates.com
Dino Lingo, Inc	www.dinolingo.com
Drawn to Discover, LLC	www.drawntodiscover.com
Edmentum, INC.	www.edmentum.com
Elemental Science, Inc.	www.elementalscience.com
From Jennifer, LLC	www.fromjennifer.etsy.com
Hewitt Homeschooling Resources	www.hewitthomeschooling.com
Home Science Tools	www.homesciencetools.com
Horrible Books	www.horriblebooks.com
Institute for Excellence in Writing	www.iew.com
JacKris Publishing, LLC	www.growingwithgrammer.com
Kitchen Kid LLC, dba Raddish	www.raddishkids.com
Kitchen Stewardship, LLC	www.kidscookrealfood.com/charter-schools/
Lakeshore Learning Materials	www.lakeshorelearning.com
Learning A-Z, LLC	www.learninga-z.com
Learning Without Tears	www.lwtears.com
Lego Education North America	www.LEGOeducation.com
Little Passports, Inc	www.littlepassports.com
Logic of English	www.logicofenglish.com
Mad Dog Math	www.maddogmath.com
McGraw Hill Education - ALEKS	www.aleks.com
McGraw-Hill School Education, LLC	www.mheducation.com/prek-12
MEL Science U.S., LLC	www.melscience.com
Mercurius USA Inc.	www.mercurius-usa.com
Money Munchkids	www.moneymunchkids.com
Montessori for Everyone	www.montessoriforeveryone.com
Montessori Research & Development	www.MontessoriRD.com
Moving Beyond the Page	www.movingbeyondthepage.com
Museum of Science	www.eie.org

Nancy Larson Science	www.nancylarsonscience.com
Nature-Watch	www.nature-watch.com
Notebooks For Students	www.notebooksforstudents.org
Oak Meadow, Inc	www.oakmeadow.com
Online G3, Inc.	www.onlineg3.com
Papers Scissors Stone	www.waldorfsupplies.com
Rainbow Resource Center	www.rainbowresource.com
Raymond Geddes & Co Inc.	www.raymondgeddes.com
Rightstart Math	www.rightstartmath.com
Royal Fireworks Publishing	www.rfwp.com
Singapore Math Inc.	www.singaporemath.com
South Meadow Ventures, LLC	www.novanatural.com
Studies Weekly, Inc.	www.studiesweekly.com
TalkBox.Mom	www.TalkBox.mom
Teaching Textbooks, LLC	www.teachingtextbooks.com
Tek4Kidz	www.tek4kidz.com
The Animation Course, LLC	www.theanimcourse.com
The Classical Historian	www.classicalhistorian.com
The Great Courses	www.thegreatcourses.com
The Snake and Lily	www.waldorfsandiego.org
Thinkwell Corp	www.thinkwell.com
Time4Learning	www.time4learning.com
TOPS Learning Systems	www.topscience.org
Usborne Books & More	d4719.myubam.com
Waldorf Essentials	www.waldorfessentials.com
Well Trained Mind Academy	www.wtmacademy.com
Well Trained Mind Press	www.welltrainedmind.com
Williamsburg Learning LLC	www.williamsburgacademy.org/
WriteShop, Inc.	www.writeshop.com

SECOND INTERIM REPORT

EAA- ADULT WORK FORCE

MARCH 7, 2019

AVERAGE DAILY ATTENDANCE P2 ESTIMATE

Grades 9-12	46.07

TOTAL REVENUES 2018-19

Second Interim

Revenues	
Local Control Funding Formula (LCFF)	$552,999
PCSGP (Grant)	$0
SPED Revenues	$18,428
Other Revenues	$200,000
Total Revenues	$771,427

TOTAL EXPENDITURES 2018-19

2018-2019
Budget

Expenditures	
Salaries	$311,005
Taxes and Benefits	$12,304
Supplies	$79,901
Services & Operating Expenses	$163,270
District Oversite Fee	$16,590
Interest Expense	$952
Total Expenditures	**$584,023**

2018-19
NET INCOME
FUND BALANCE

	2018–19 First Interim Report
Revenues	$771,427
Expenditures	$584,023
Net Income	$187,405
Beginning Fund Balance	(184,095)
Ending Fund Balance	**$3,310**

MULTIYEAR REVENUE PROJECTIONS

	2018-2019	2019-2020	2020-2021
ADA	**46.07**	**58.9**	**76.87**
STATE AID	523,879	705,939	945,347
EPA	9,214	11,978	15,572
IN LIEU OF PROPERTY TAX	19,906	25,878	33,641
Total LCFF Revenue	**552,999**	**743,795**	**994,560**
ADA	46.07	59.89	77.86
LCFF Revenue per ADA	$12,003	$12,419	$12,774
SPED Revenue per ADA	$400	$408	$416
SPED Revenue	$18,428	$24,436	$32,402
Lottery Revenue per ADA	$0	$209	$213
Lottery Revenue	$0	$12,523	$16,606

BUDGET CONSIDERATIONS

Second Interim projections indicate the Charter School will be able to meet funding determination for the 18-19 school year

The charter school is projecting a 30% growth rate year over year.

Charter schools are not eligible for Federal Funding, Lotto and Block Grant funding year 1. Revenues will increase as Elite Academic Academy becomes eligible for those monies in 19-20

PCSGP grants will continue in the 19/20 school year as we were are hoping to be awarded $575,000 to support growth next year.

EAA ADULT - 2018-19 Assumptions:		
ADA - P1	42.56	
ADA - P2	46.07	
Unduplicated Percentage	81.43%	
District Unduplicated Percentage	85.63%	
LCFF Revenue:		Per P2 ADA
State Aid	$523,879	$11,371
EPA	$9,214	$200
In Lieu of Property Tax	$19,906	$432
Total LCFF Revenue	$552,999	$12,003
		Per P2 ADA
SPED Revenue (net of encroachment)	$18,428	$400

EAA ADULT - Multiyear Assumptions:		2018-19	2019-20	2020-21	2021-22	2022-23
	Revenue:					
	STATE AID	523,879	705,939	945,347	1,266,703	1,696,980
	EPA	9,214	11,978	15,572	20,243	26,316
	IN LIEU OF PROPERTY TAX	19,906	25,878	33,641	43,733	56,853
	Total LCFF Revenue	**552,999**	**743,795**	**994,560**	**1,330,679**	**1,780,149**
	ADA (30% growth per year)	46.07	59.89	77.86	101.22	131.58
	LCFF Revenue per ADA	$12,003	$12,419	$12,774	$13,147	$13,529
	SPED Revenue per ADA	$400	$408	$416	$424	$433
	SPED Revenue	$18,428	$24,436	$32,402	$42,964	$56,971
	Lottery Revenue per ADA	$0	$209	$213	$218	$222
	Lottery Revenue	$0	$12,523	$16,606	$22,019	$29,198

Elite Academic Academy - Adult		
2018-19 Second Interim Financial Summary		
INCOME STATEMENT FYE 6/30/19		
Revenue:		
LCFF Revenue		552,999
PCSGP Revenue		0
SPED Revenue		18,428
Donations & Other Revenue		200,000
Total Revenue		771,427
Expenses:		
Salaries		311,005
Taxes & Benefits		12,304
Supplies		79,901
Services & Operating Expenses		163,270
District Oversight Fees		16,590
Interest Expense		952
Total Expenses		584,023
Net Income		187,405
Beginning Fund Balance		(184,095)
Ending Fund Balance		3,310
INCOME STATEMENT FYE 6/30/18		
Revenue:		
Donations & Other Revenue		40
Total Revenue		40
Expenses:		
Salaries		178,135
Taxes & Benefits		(7,510)
Supplies		10,221
Services & Operating Expenses		3,272
Interest Expense		17
Total Expenses		184,135
Net Income		(184,095)

#BeElite

Elite Academic Academy

Suicide

Prevention, Intervention and Postvention

Handbook

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Suicide Prevention, Intervention, and Post Intervention Protocol

Background

Suicide is the second leading cause of death in youth between the ages of 10 -19. Eleven percent of high school students have made at least one suicide attempt, while 40 percent have indicated serious suicidal thoughts. Schools are in a unique position to teach/reinforce resiliency skills, identify at risk students/adults, and provide appropriate intervention and postvention strategies. A plan that implements a systematic approach has the potential to increase both emotional and academic performance stability.

After reviewing current suicide protocols available from statewide educational entities, an adaptation of various protocols with relevant modifications was developed to meet the needs of Elite Academic Academy students and employees. This Protocol will serve as a uniform tool for school counselors, psychologist, mental health professionals, and directors when assessing a person for suicidal risk, intervention and continued safety.

The protocol component of the Elite Academic Academy youth suicide prevention plan should include systematic training for staff at each educational program.

The goals of this suicide protocol are to:

- Increase the knowledge of at-risk indicators.
- Provide strategies to increase and reinforce resiliency factors.
- Provide a user friendly and standardized concerned persons/referral protocol.
- Provide a standardized intervention/postvention protocol that includes cooperation and collaboration with outside agencies and a more overall, protective environment for potential existing, returning and recurring suicidal students.

General Guidelines

Definitions

Self-Injury is the act of deliberately harming one's own body, such as cutting or burning oneself. Although self-injury often lacks suicidal intent, youth who self-injure are more likely to attempt suicide. Self-injury is an unhealthy way to cope with emotional pain, intense anger and/or frustration.

Warning Signs are behaviors that may signal the presence of suicidal thinking. They might be considered a "cry for help" or "invitations to intervene."

Warning signs include the following:

- Suicide threat
- Suicide notes and plans
- Prior suicidal behavior
- Making final arrangements
- Preoccupation with death
- Changes in behaviors, appearance, thoughts and/or feelings.

Responsibilities of Elite Employees

All Elite employees are expected to:

- Inform the program director/assistant director immediately or as soon as possible of any concerns, reports or behavior relating to student suicide or self-injury.

Elite Director or Assistant Director must:

- Respond to reports of students at risk for suicide immediately or as soon as possible.
- Monitor and follow-up to ensure that the risk has been mitigated through support and resources.
- Establish a safe, respectful and welcoming school environment.

Psychological and Pupil Services Staff must:

- Support and assisting educational programs with guidance & risk assessments

Prevention

Suicide prevention involves a school-wide effort of activities and programs that enhance connectedness, contributes to a safe and nurturing environment and strengthen protective factors that reduce risk for students. Preventions include:

A. Promoting and reinforcing the development of desirable behavior such as help seeking behaviours and healthy problem-solving skills.
B. Increasing staff, student and parent/guardian knowledge and awareness of risk factors and warning signs of youth suicide and self-injury.
C. Monitoring and being involved in young people's lives by giving structure, guidance and consistent, fair discipline.
D. Modeling and teaching desirable skills and behavior.
E. Promoting access to school and community resources.

Intervention: Protocol For Responding To Students At Risk For Suicide And/Or Self-Injury

The following are general steps for responding to any reports of students at risk for suicide and/or exhibiting self-injury behaviors in schools, at Elite Academic Academy sponsored activities and in all areas within Elite Academic Academy jurisdiction.

The urgency of the situation will dictate the order and applicability in which the subsequent steps are followed.

A. Respond Immediately
    a. Report concerns or incidents to the program director/assistant director immediately or as soon as possible. Make direct contact with the program director/assistant director. For example, do not communicate through email, leaving notes, voicemail or wait until the end of the day the day to report about a student at risk for suicide.
    b. Ensure that any student who is sent for a risk assessment is accompanied by an Elite staff at all times. Do not leave the student unsupervised.
B. Secure the Safety of the student
    a. Supervise the student at all times.
    b. For immediate, life threatening situations call 911
    c. If a student is agitated, unable to be contained or for immediate assistance call 911 or local police department dispatch.
    d. Elite employees should not transport any student exhibiting the behaviors noted above.
    e. Contact law enforcement to conduct a welfare check, as appropriate.
C. Assess for Suicide Risk
    a. The Elite Director/Assistant Director/ Director Designee collaborates with a designated school crisis team member to determine level of risk.
    b. The student should be supervised at all times by another designated staff member.
    c. The Elite Director/Assistant Director/ Director Designee or school counselor should gather essential background information that will help with assessing the student's risk for suicide (e.g., what the student said or did, information that prompted concern or suspicion, copies of any concerning writings or drawings).
    d. Phone call for consultation should be made in a confidential setting and not in the presence of the student of concern.
    e. The Elite Director/Assistant Director or the school counselor should meet with the student to complete a risk assessment using the Suicide Assessment Risk Form. The questions should be used as a guide while assessing the student and should not be read directly to them.
    f. For assistance and consultation contact the school counselor.

The privacy of all students should be protected at ALL times, disclose information only on a need to know basis.

Table 1. Level of Suicide Risk

Levels	Definitions	Indicators
Low Risk	Does not pose imminent danger to self; insufficient evidence for suicide potential.	Passing thoughts of suicide; no plan; no previous attempts; no access to weapons or means; no recent losses; support system is in place; no alcohol/substance abuse; some depressed mood/affect;
Moderate Risk	May pose imminent danger to self, but there is insufficient evidence to demonstrate a viable plan of action to do harm.	Thoughts of suicide; plan with some specifics; unsure of intent; previous attempts and/or hospitalization; difficulty naming future plans; past history of substance use, with possible/current intoxication; self-injurious behavior; recent trauma (e.g., loss, victimization).
High Risk	Poses imminent danger to self. There is a viable plan to do harm; exhibits extreme and/or persistent inappropriate behavior; sufficient evidence for violence potential; qualifies for immediate arrest or hospitalization.	Current thought of suicide; having a plan with specifics, indicating when, where and how; access to weapons or means in hand; finalizing arrangements (e.g., giving away prized possessions, goodbye messages in writing, text, on social media sites); isolation and withdrawn; current sense of hopelessness; previous attempt; no support system; currently abusing alcohol/substances; mental health history; precipitating events, such as loss of loved one, traumatic events, or bullying.

D. Suspected Child Abuse or Neglect

If you suspect child abuse by a parent/guardian or there is reasonable suspicion that contacting the parent may escalate the student's current level of risk, and/or the parents/guardians are contacted and unwilling to respond, report the incident to the appropriate child protective services agency following the Child Abuse and Reporting Requirements. This report should include information about the student's suicide risk level and any concerning ideations or behaviors. The reporting party must follow directives, as indicated by the child protective service agency personnel.

E. Determine Appropriate Action Plan

1. The Elite Director/Assistant Director should collaborate with the school counselor to determine appropriate actions based on level of risk (see Table 2).
2. If law enforcement determines that the student will be transported to an emergency mental health hospital, the school site administrator should designate a certificated staff member to accompany the student.
3. The Elite Director/Assistant Director or school counselor should contact the parent/guardian or consult the emergency card for an appropriate third party. Communication with parent/guardian should include:
    a. Communicating concerns and making recommendation for safety in the home (e.g, securing firearms, medications, cleaning supplies, cutlery, razor blades).
    b. Providing school and/or local community mental health resources. student s with private health insurance should be referred to their provider.
    c. Facilitating contact with community agencies and following-up to ensure access to services.
    d. Providing a copy of documents and handouts.
    e. Obtaining parent/guardian permission to release and exchange information with community agency staff.
    f. Prior to releasing the child to the parent, parent must sign the "Parent/Guardian Emergency Notification" form to acknowledge that they have been informed regarding the concerns for their child's safety and that they have been given appropriate resources for follow-up regarding their child's needs.

Table 2. Action Plan

LEVEL OF RISK	ACTION PLAN
Low Risk	Reassure and supervise student; communicate concerns with parent/guardian; assist in connection with school and community resources, including crisis lines, mobilize a support system; develop a safety plan that identifies caring adults, appropriate communication and coping skills; establish a follow-up and monitor, as needed.
Moderate or High Risk	Supervise student at all times (including restroom); contact the Elite Academic Academy crisis team mental health member for a mental health evaluation to evaluate for possible hospitalization; notify and hand off student to parent/guardian who commits to seek immediate mental health assessment, or law enforcement; establish a follow-up and/or re-entry plan and monitor, as needed.

F. Determine Appropriate Follow-up Plan

The follow-up plan will be based upon severity and potential risk. There are circumstances that might increase a student's suicide risk. Examples may include bullying, suspension, expulsion, relationship problems, significant loss, interpersonal conflict, or sexual orientation/gender bias.

The follow-up plan determined by the team should be documented and managed by the program director/designee. Actions may include:

Develop a safety plan.

a. Identify caring adults in school, home and community environment.
b. Discuss and identify helpful coping skills
c. Provide after hours resources numbers

Mobilize a support system and provide resources.

a. Connect student and family with social, school and community supports.
b. For mental/physical health services, refer the student to their counties department of mental health, community resources provider, or their own health care provider

Monitor and manage.

a. The program director should monitor and manage the case as it develops and until it has been determine that the individual no longer poses an immediate threat to self.
b. Maintain consistent communication with appropriate parties on a need to know basis
c. Plan for re-entry, as needed

G. Student Re-entry Guidelines

a. A student returning to school following hospitalization, including psychiatric and drug or alcohol inpatient treatment, must have written permission by the health care provider in order to attend school.
b. If the student has been out of school for any length of time, including mental health hospitalization the program site director should hold a re-entry meeting with key support staff, parents, and student to facilitate a successful transition.
c. As appropriate, consider an assessment for special education or a 504 plan for a student whose behavior and emotional needs affect their ability to benefit from their educational program.
d. If the student is transferred to another school or location, the program director should communicate with the receiving school to assist with the transition and ensure continued support service are provided.

H. Document All Actions

a. Program director shall maintain records and documentation of actions taken for each case.
b. If the student is assessed by the a program director, school psychologist or counselor this individual should complete and submit the Suicide Risk Assessment Form within 24 hours or by the end of the next school day.
c. Notes, documents and records related to the incident are considered confidential information and separate and apart from the student's cumulative records.
d. If the students transfers to another educational program within Elite or outside the school, the sending school program may contact the receiving program/school to share information and concerns, as appropriate, to facilitate a successful supportive transition.

Responding to students who self-injure

Self-injury is the act of deliberately harming one's own body, such as cutting or burning oneself. Although self-injury often lacks suicidal intent, youth who self-injure are more likely to attempt suicide. Therefore, it is important to assess students who cut or exhibit other types of self-injurious behaviors for suicidal ideation.

A. Indicators of Self-Injury
    - Frequent or unexplained bruises, scars, cuts or burns
    - Consistent, inappropriate use of clothing to conceal wounds (e.g., long sleeves or turtle necks, especially in hot weather; bracelets to cover the wrist)
    - Possession of sharp implements (e.g., razor blades, shards of glass, thumb tacks)
    - Evidence of self-injury (e.g., journals, drawings, social networking sites)
B. Protocol for Responding to a Student who Self-Injures
    - Respond immediately or as soon as possible
    - Supervise the student
    - Follow the Suicide Risk Assessment Procedures Form
    - Assess for suicide risk using the Suicide Assessment Form 2
    - Communicate with and involve the parent/guardian, even if the student is not suicidal, so that the behavior may be addressed as soon as possible. Fill out the Parent/Guardian Emergency Notification Form.
    - Encourage appropriate coping and problem-solving skills; do not discourage self-injury
    - Listen with calm and caring; reacting in an angry or shocked manner or using punishment may inadvertently increase self-injurious behavior
    - Provide resources
    - Identify a support system at home and at school and have student sign a No Harm Contract.
    - Document all actions using the Suicide Assessment Form 3
C. Self-Injury and Contagion

    Self-injurious behavior may be imitated by other students and can spread across grade levels, peer groups. The following are guidelines for addressing self-injurious behavior among a group of students:

    - Respond immediately or as soon as possible
    - Respond individually to students, but try to identify peers and friends who may also be engaging in self-injurious behavior
    - As students are identified, they should be supervised in separate locations
    - Each student should be assessed for suicidal risk individually using the Suicide Risk Assessment Form
    - If the self-injurious behavior involves a group of students, the assessment of each student individually will often identify a student whose behaviors have encourage the

behavior of others. This behavior may be indicative of more complex mental health issues for this particular student.

D. Other Considerations for Response to Self-Injury and Contagion

The following are guidelines for how to respond as a school community when addressing self-injurious behavior among a group of students:

- Self-injury should be addressed with students individually and never in settings, such as students assemblies, public announcements, parent newsletter, or even in group.
- When self-injurious behaviors are impacting the larger school community, schools may respond by inviting parent(s)/guardian(s) to an information parent meeting at the school site. Considerations should be made for supervising students and children during this time; the meeting should be reserved for parent(s)/Guardian(s).
- For consultation and assistance with parent information meeting, contact the counseling department.

Postvention: Protocol for responding to a student's death by suicide

The following are general procedures for the director/assistant director in the event of a completed suicide.

A. Gather Pertinent Information
   1. Confirm cause of death is the result of suicide, if information is available.
   2. The program director/assistant director should signate a certificated staff member to be point of contact with the family of the deceased. Information about the cause of death should not be disclosed to the school community until the family has been consulted and has consented to disclosure.

B. Notify on a Need to Know Basis
   1. Chief Academic Officer
   2. School Psychologist
   3. Elites Communication and Public Relations designee.

C. Contact the Elite Crisis Team Leader to determine initial response procedures and obtain consultation regarding number of personnel needed for initial response. It is helpful to have the following information available for sonsulation:
   1. Demographic Information
   2. Siblings (if any) whom are Elite Academic Academy students
   3. Known friends/groups

D. Work with the Elite Crisis Team Leader to mobilize the School Crisis Team Concerns and wishes of family members regarding disclosure of the death and cause of death should always be taken into consideration when providing facts to students, staff and parents.
   1. Assess the extent and degree of psychological trauma and impact to the school community
   2. Develop an action plan and assign responsibilities

3. Establish a plan to notify staff of the death, once consent is obtained by the family of the deceased.
    - Notification of staff is recommended as soon as possible (e.g., emergency meeting before students arrive on site or begin their day virtually)
    - To dispel rumors, share accurate information and all known facts about the death
    - Emphasize that no one person or event is to blame for suicide. Suicide is complex and cannot be simplified by blaming individuals, drugs, music and/or school.
    - Allow staff to express their own reaction and grief: Identify staff members who may need additional support and provide them with resources.
4. Establish a plan to notify students of the death, once consent is obtained from the family of the deceased.
    - Discuss plan for notification of students in small group settings. Do not notify students using a public announcement system.
    - Provide staff with a scripted notification of death of students, include possible reactions, questions and activities students may engage in (e.g., writing, drawing, referral to the counseling department)
    - Review student support plan, making sure to clarify procedures and location for crisis counseling.
5. Establish a plan to notify other parents/guardians of the death, once consent is obtained from the family of the deceased. Prepare and disseminate a death notification letter for parents.
6. Define triage procedures for students and staff who may need additional support in coping with the death. Some actions to consider:
    - Identify a lead crisis response staff member to assist with coordination of crisis counseling and support services
    - Identify locations at program sites to provide crisis counseling to students, staff and parents, as needed.
    - Provide coverage for teachers needing extra support, as needed.
    - Maintain sign-in sheets and documentation on individuals serviced for follow-up, as needed.
    - Provide students, staff or parents with after hour resources numbers such as the 24/7 Suicide Prevention Crisis Line
7. Refer students or staff who require a higher level of care for additional services such as a community mental health provider, or their health care provider. Indicators of students and staff in need of additional support and/or referral may include the following:
    - Persons with close relationship to the deceased (e.g., siblings, relatives, teacher)

- Persons who experienced a loss over the past six months to a year, a traumatic event, have witnessed acts of violence, or have a history of suicide (self or family member)
- Persons who appear emotionally over-controlled (e.g., a student who was very close to the deceased but who is exhibiting no emotion reaction to the loss) or those who are angry when majority are expressing sadness.
- Persons unable to control crying
- Persons with multiple traumatic experiences may have strong reactions that require additional assistance

E. Document

The program director/assistant director shall maintain records and documentation of actions taken at the school.

F. Monitor and manage

1. The program director/assistant director, with support from Elite Academic Academy crisis team, should monitor and manage the situation as it develops to determine follow up actions
2. Maintain consistent communication with appropriate parties

G. Important Consideration

1. Memorials

   Memorials of dedications to a student who has died by suicide should not be glamorized or romanticized. If students initiate a memorial, the program director/assistant director should offer guideline for a meaningful, safe approach to acknowledge the loss. Some considerations may include:

   - Memorials should not be disruptive to the daily school routine.
   - Monitor memorials for content.
   - Placement of memorials should be limited. For example, they may be kept in place until the services, after which the memorial items may be offered to the family.
   - In allowing the memorials, be sensitive to the impact of acknowledging the death of one students may affect future acknowledgement and memorials. Consider this: would we do the same for tragedies that happen in the future?

2. Social Networking

   Students may often turn social media as a way to communicate information about the death; this information may be accurate or rumored. Many also use social media as an opportunity to express their thoughts, positive or negative, about the death and/or about their own feelings regarding suicide. Some considerations in regard to social media include:

- Encourage parent to monitor internet postings regarding the death, including the deceased's social media wall or personal profile pages.
- Social media sites may contain rumors, derogatory messages about the deceased, or messages that bully students. Such messages may need to be addressed. In some situations, postings may warrant notification to parents and/or law enforcement

3. Suicide Contagion

   Suicide contagion is the process by which one suicide may contribute to another. Some considerations for preventing suicide contagion are:

   - Identify students who may be at an increased risk for suicide, including those who have a reported history of attempts, are dealing with known stressful life events, witnessed the death, are friends with or related to the deceased
   - Provide mental health resources
   - Monitor media coverage. Consult with Chief Academic Officer for dissemination of information, as needed.

4. School Culture and Events

   It is important to acknowledge acknowledge that the school community may experience a heightened sense of loss in the aftermath of a death by suicide, as significant events transpire that the deceased student would have been a part of, such as graduation, prom, school sponsored trips. Depending on the impact, such triggering events may require planning additional support services and resources.

Confidentiality

All student matters are confidential and may not be shared, except with those persons who need to know. Personnel with the need to know shall not re-disclose students information without appropriate legal authorization. Information sharing should be within the confines of the reporting procedures set by Elite Academic Academy.

Steps For Responding to Students at Risk for Suicide/Self-Injury

Suicide Risk Assessment Procedures

Action Plan:

- ❏ Notify a program director
- ❏ Conduct A Risk Assessment (SRA2)
- ❏ Contact Parent/Guardian and Complete (SRA5) Parent/Guardian Emergency Notification Form.
- ❏ Fill out the (SRA3) Form: Action Plan, Immediate Outcomes, Follow-up
- ❏ Contact Police Department Dispatch or call 911, if necessary.
- ❏ Complete (SRA4) No-Harm Contract with student, if necessary.
- ❏ Document Risk Assessment in SIS.
    - Student notes
    - Description: Personal Social Assessment
    - Enter:
        1. Referred by:
        2. Date:
        3. Staff Name:
        4. Comments: Risk Assessment - Contact Admissions for Details.
- ❏ Follow up with teacher(s) as appropriate.
- ❏ Scan and email a copy of Risk Assessment document to:
  Salvador Becerra: sbecerra@eliteacademic.com
  Documents will be sorted in close drive.

Please note:
This completed document is confidential.
It should not be released without the consent from:
Parent/Guardian or Adult student.

Suicide Risk Assessment

Interviewer: _____ ***Date:*** _____ ***Time:*** _____

Students Name: _____ **DOB:** _____ **Gender:** _____

Elite Academic Academy Program: _____ **Grade:** _____

Student Referred By: _____ **Relationship to Student:** _____

Description of Suicidal Threat - Be Specific (verbal, direct or indirect, drawings or writing)

List any medication the student is taking: _____

For what purpose: _____

Is the student receiving any counseling services: Y/N **With whom:** _____

Does the student have access to a weapon? Y/N **Describe:** _____

Are there weapons in the home? Y/N **Describe if secured/locked:** _____

Is there history of suicide in the family? Y/N _____

The following questions are intended to provide a sample of structure for the questions that need to be asked. Explain to the student that someone (teacher, friend, parent etc.) has expressed concern about him or her.

1. **How are things going for you right now? Have you been feeling sad, upset or angry? What problems are getting you down right now? Do you feel things can get better?**

2. Are you thinking of hurting yourself or taking your own life? Have you thought about suicide before? How often? How many times have you thought about it? When and how long ago? Have you wished you were dead?

3. Have you ever tried hurting yourself before? Have you ever done anything or prepared anything to end your life? How long ago and how many times?

4. Have you thought how you might do it? Have you start working out the details on how to kill yourself? How, when, where? If so, what are your plans? Have you thought about how to make yourself die? How are you planning to hurt yourself? *(Ask about access to a means to inflict self-harm that matches how the student responds, e.g. medication, firearms, etc.)*

Notes and Comments:

Reminder: If the student discloses any form of abuse during the assessment, you must file a CPS Report.

Action Plan:

Date	Initials	X	
_____	_____	☐	Notify the Program Director
_____	_____	☐	Conduct Risk Assessment
_____	_____	☐	Contact Parent/Guardian & Complete Parent/Guardian Emergency Notification Form
_____	_____	☐	Contact Police Department Dispatch or Call 911, if necessary
_____	_____	☐	Complete a No Harm Contract, if necessary
_____	_____	☐	Document Risk Assessment in SIS **Enter:** Referred by: Date: Staff Name: Comments: Risk Assessment - Contact Admissions for Details.
_____	_____	☐	Follow up with teacher(s), as appropriate
_____	_____	☐	Scan/Email copy of Risk Assessment document to: Salvador Becerra School Counselor sbecerra@eliteacademic.com Document will be stored in a close drive.

Immediate Outcomes:

Date	Initial:	X	
_____	_____	☐	Student was counseled/return to class
_____	_____	☐	Release to Parent: _____
_____	_____	☐	Student was transported by law enforcement to: Location:
_____	_____	☐	Other:

Follow Up Support:

☐ Student/Parent referred to Mental Health Services

☐ Identify adults at school and at home that student can talk to for support

☐ Follow-up support at school to be conducted by counselor/psych immediate upon return to school

☐ Student referred for an IEP

☐ Special Education Only: Student needs more intense ice services (ermhs/dis counseling).

☐ Other Actions:

No Harm Contract

I _____, have expressed thoughts about hurting myself. Elite staff members are concerns and want to support me. I understand that I have a part in keeping myself safe, and I am making this agreement to stay safe. I agree to not hurt myself. If I have thoughts about hurting myself, I will help myself in the following ways.

- Not take any drugs or alcohol
- Get help from an adult immediately
    1. At school I will talk to:
        a. _____
        b. _____
        c. _____

    2. Outside of school I will talk to:
        a. _____
        b. _____
        c. _____

- I can also seek help from the following hotlines
    a. National Prevention Lifeline: 1-800-273-8255
    b. Text CONNECT to 741741

_____ _____

Student Signature School Staff Signature/Position

_____ _____

Date: Date:

_____

Parent Signature

_____

Date

Parent/Guardian Emergency Notification

Students Name: _____ **DOB:** _____ **Gender:** _____

EAA Program: _____ **Grade:** _____

Parent/Guardian: _____

Initial where appropriate:

_____ I have been informed that my child has expressed suicidal thoughts. School staff members are concerned and want to support my child. I understand that I have a part in keeping my child safe.

_____ I have been advised to not allow my child to be left alone at this time and not allow them access to weapons, drugs or medications.

_____ I have been advised that I should immediately take my child to the hospital to be evaluated.

_____ I have been advised to seek the services of a mental health agency or therapist.

_____ I have been provided with the following numbers to provide me with support if needed:

a. National Prevention Lifeline: 1-800-273-8255
b. Text CONNECT to 741741

_____ _____

Parent/Guardian Signature | Date

_____ _____

School Staff Signature/Position | Date

_____ _____

School Staff Signature Witness/Position (if necessary) | Date

Padre/Tutor Notificación De Urgencia

Nombre de estudiante: _____ **FDN:** _____ **Genero:** _____

Programa EAA: _____ **Grado:** _____

Padre/Tutor: _____

Inicial donde sea apropiado:

_____ Se me ha informado que mi hijo/a ha expresado pensamientos de suicidio. El personal escolar está preocupado y desea ayudar a mi hijo/a. Yo entiendo que yo tengo parte en mantener a mi hijo/a a salvo.

_____ Se me ha informado no dejar a mi hijo/a solo/a por ahora y no permitir a acceso a armas, drogas o medicamentos.

_____ Se me ha informado que debo llevar a mi hijo/a inmediatamente a un hospital para ser evaluado/a.

_____ Se me ha informado buscar los servicios de una agencia de salud mental o terapeuta.

_____ Se me han proporcionados los siguientes números de teléfonos para darme apoyo si es necesario:

c. National Prevention Lifeline: 1-800-273-8255
d. Text CONNECT to 741741

_____ _____

Firma de Padre/Tutor Fecha

_____ _____

Firma de Personal Escolar/ Posición Fecha

_____ _____

Firma Del Testigo Personal Escolar/ Posición (si es necesario) Fecha

#BeElite

Elite Academic Academy

July 18, 2018

Student Success Team Manual (SST)

"The struggle you're in today is developing the strength you will need for tomorrow" - Robert Tew

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Overview and Purpose:

The Student Success Team (SST) is a positive, team oriented approach to assisting students with a wide range of concerns related to their school performance and experience. The purpose of the SST is to identify and intervene early in order to design a support system for students having difficulty in school.

Either an Elite staff member or parent can make a referral for an SST. The SST is different than a parent-teacher conference which focuses on improving communication and addressing specific educational problems. The team usually consists of a parent, Elite teacher, Director, and support personnel from the school. Students may also be included depending on their age. Sometimes a special education teacher will also participate to give his/her perspective.

The SST meeting provides everyone with an opportunity to share concerns and develop a plan. The interventions agreed upon will vary depending on the child's needs. The SST team may also try to determine if the child may be struggling due to a specific learning disability or other special need. If the SST team determines that the child could have a special need, they may recommend a formal special education assessment.

Follow-up meetings are scheduled to ensure that the plan is working and to make adjustments to ensure student success. The Student Success Team is an efficient and effective way to bring together all resources in the best interest of helping students reach their potential.

SST Members, Roles, Responsibilities

It is recommended that someone be assigned at each site to perform the following roles. Suggested members are in parenthesis.

1. Scheduler (director, referring staff, school counselor)
    - Manage the case file through the SST Process: Log relevant dates, schedule meetings.
    - Support the referring Elite Teacher through the process: follow-up within first week to ensure all members are invited and have responded.
2. Facilitator (director, elite educator, school counselor)
    - Call Meeting to order
    - Review purpose of meeting
    - Review purpose of meeting
    - Summarize problem areas reported by referring teacher
    - Lead group in problem-solving effort
    - Allot specified amount of time per agenda item
    - Monitor team progress
    - Re-direct discussion as necessary.
3. Recorder (any SST member)
    - Record problem-solving process
    - Note contributions made by all members
4. Referring Elite Educator/Staff
    - Contact child's parent prior to SST assistance
    - Complete referral form
    - State concerns in observable and measurable terms
    - Be prepared to state expected behavior - academic, attendance and/or social
    - Attend scheduled meetings
    - Agree to share responsibility in implementation of action plan
    - Collaborate with team to problem-solve solutions
5. Parent/Student
    - Share perspective - developmental history, contributing factors, etc.
    - Clearly define student's strengths
    - Share interventions implemented in the home
    - Share student's concerns and perceptions
    - Share parent's concerns and perceptions
    - Collaborate with team to problem-solve solutions
6. Invited Specialist
    - Selected for expertise in specific area of cerns such as counselors, county social worker, private therapist
    - Share perspective from specialist's point of view

- Collaborate with team to problem-solve solution
- Recommend that parents invite specialist

7. Elite Program Director
    - Review readiness assessment and determine if SST is appropriate
    - Facilitate collaboration
    - Offer reasonable alternatives
    - Provide support to student, Elite educator, and parent
    - Focus on student involvement in the general education process
    - Suggest other available Elite educational program

Student Success Team (SST) Process

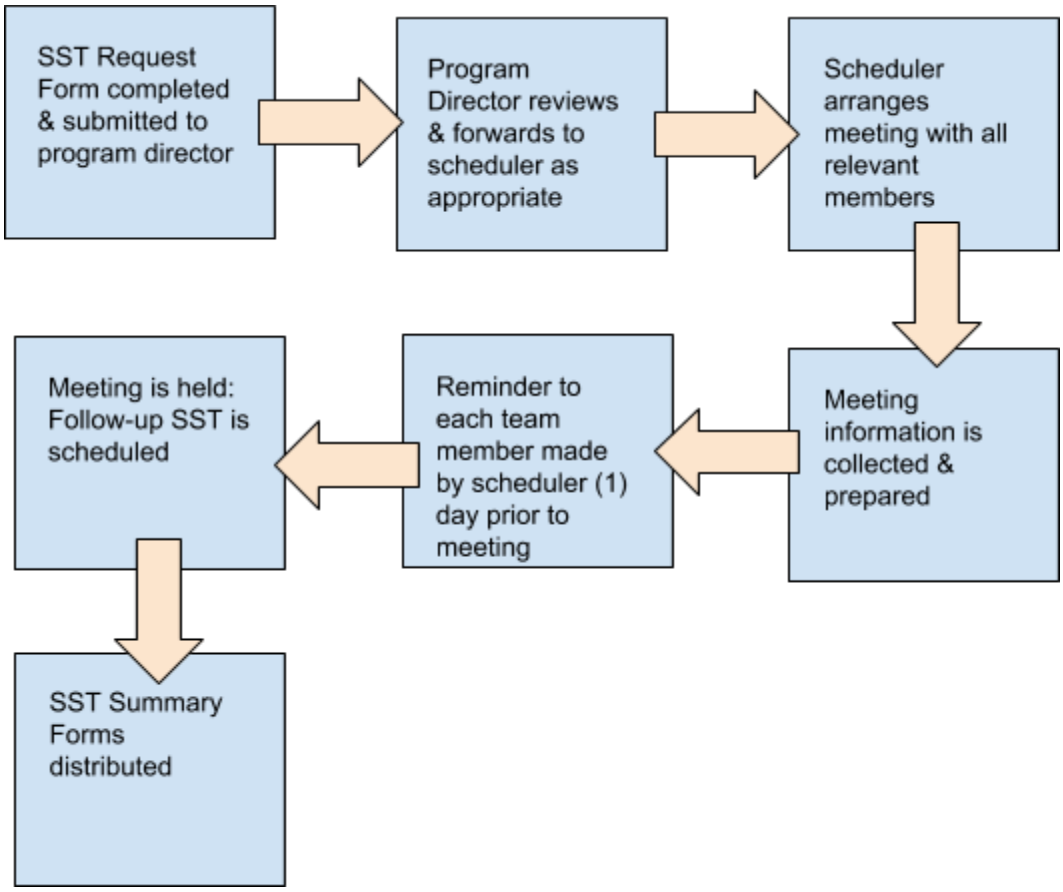
Suggested Materials: Cum Folder, SST Referral form, Parent Letter/Invitation, Parent Feedback Form, SST summary.

1. **Request A Student Success Team Meeting**
    - SST meeting request are more frequently made by the Elite teacher, or school counselor, and can be made by the Elite program director, parent, or sometimes a community partner.
    - The SST Request Form includes information regarding specific concerns and ***previously attempted interventions and accommodations.*** The SST Request Form also includes known data as listed below. *Parents and Elite Teacher/School Counselor/Director should discuss the concern with each other before requesting the SST.
    - The completed SST Request Form is submitted to the program director and reviewed to determine if appropriate.
2. **Review an SST Request**
    - Completed SST Request Form is Submitted to the program director or their designee.
    - Forms are reviewed for:
        - Completion - are all fields completed?
        - Attempted interventions and parent communication - what has the referring party tried to meet this students needs? Has the referring party communicated their concerns to parents?
        - Consistency of presenting concern(s) - is the student struggling in just one subject, or many? Are standardized test scores low in addition to high course scores? Are named behavior issues persistent?
    - Determination and communication:
        - If the request is determined appropriate for SST, the Form is forwarded to the Scheduler for scheduling
        - If the request is determined NOT appropriate for SST, program director communicates with referring party and provides suggestions/next steps.

3. **Scheduling the SST Meeting**
    - Within two business days of receipt, scheduler establishes a meeting date/time/place when all members may participate and be actively involved in the problem solving process.
    - Communicate meeting date/time/location to parent(s) via both a phone call home, and the Parent Invitation. Scheduler must document all parent contact attempts.

        - If not confirmed by parent within two business days, place follow-up phone calls until parent is reached. If parent cannot be reached program director decides whether to move forward.
    - Distribute Teacher input Form to all necessary individuals
    - Reminder to all team members, including parent, one day prior to SST meeting.
4. **Preparing for the SST Meeting**
    - Program director collects:
        a. Copy of SST Request Form
        b. Cumulative folder
        c. Attendance print-out
        d. Class schedule (middle and high school)
        e. Completed Teacher Input Form
    - Teacher compiles:
        a. Work samples
        b. Relevant Assessments
5. **Facilitating the SST Meeting**
    - SST meeting is held to summarize concerns (including data collected above, and to discuss and develop an action plan (RTI) with academic or behavioral interventions.
    - Introductions, purpose of the meeting, & signature on the SST Summary Form
    - Present & discuss data (quantitative & qualitative)
    - Develop an action plan (RTI)
    - Summarize, make copies for all parties involved, & schedule a follow-up meeting (6-8 weeks, or a relevant time frame)
6. **Following-up after a SST Meeting**
    - Immediately after the SST, a short debrief amongsts SST members may be necessary.
    - Provide copies of SST Summary for those involved in the action plan who were not present at the meeting.
    - Team lead/program director to follow-up with those involved in the action plan.
    - Team lead to send reminder about the next SST. Reminders/calls can be made by the office staff.
7. **Conduct the Follow-up SST**
    - Continue with the same SST process to discuss progress or other alternatives. If progress has been made, a 3rd may not be necessary. If no progress, discuss other alternative for RTI.

Student Success Team (SST) Flow Chart



Participant Engagement

Suggested Materials: Cum Folder, SST Referral form, Parent Letter/Invitation, Parent Feedback Form, SST summary.

Parents are an integral part of the SST process and bring a wealth of knowledge about their children that can help strategize the support services and interventions that will planned out. It is important to ensure that the SST process is a positive experience for parents. Many parents may have had unsuccessful meetings with schools and may be hesitant or resistant to participate. It is important to keep things in mind when talking with parents and encouraging them to participate.

Best Practices for Parental engagement:

- When calling home, use a warm and inviting tone.
- Present information about SST meeting to parent(s) in a manner in which they understand
- Assure parents that the SST meeting is not to condemn or "bad talk" their child
- Be flexible with scheduling; accommodate parents
- Site meetings only: Have one person from the SST Team great parent upfront and walk them over to SST meeting room.
- Let the parents know that they are valuable and an important part of the meeting team
- Parents should ALWAYS be included at SST meetings. Meeting should not take place if parent is not available
- Have someone greet family personally
- Have translation services if needed
- Be respectful and keep the SST environment friendly
- Engagement is a two way process. Allow parents to share their child(s) strengths, weaknesses and concerns with the group at the beginning of the meeting from their perspective
- Give parents the opportunity to clarify any questions and participate in the implementation of interventions developed by the SST team
- Presentation of teachers concerns should be presented in parent friendly language
- Interventions and support strategies should be focused around the improvement of the child's learning; that is the clear and consistent goal
- Provide parents with a copy of the action plan
- Site meetings only: Make sure someone from the team escorts family back to the front; thank parent(s) for attending
- Follow-up with a phone call home to check in with parents
- Get parents feedback on SST process. How did they feel? Was it a good experience for them? Did the parent(s) feel heard and supported?

Best Practices for Student Engagement

Students are an integral part of the SST process and play a significant role in their educational success. Students can become anxious and overwhelmed when sitting in a meeting room full of adults; it can feel like “all eyes” are on them.

- Praise student for attending the meeting
- Remind student that all team members are there for him/her and that each member at the table wants the student to be successful
- Make sure the student is present when team members are discussing their strengths
- At parent/teacher discretion, it may be appropriate to have the student step outside when discussing weaknesses and/or areas of concern. Some students may become emotional and have a negative reaction to the information being presented
- Allow the student to share his/her feelings about how their classroom experience has been
- Allow student to share what works for them when talking about interventions and strategies

Teacher/Staff/Support Services

- If possible, all teachers (including teacher of record) should be present at SST meetings.
- It shows that they are interested in the students success
- Show parents that they have respect for them

Language Issues

- Find out what the parent(s) first language is prior to scheduling meeting
- Contact central office to arrange translation services provided during the meeting
- Translator should arrive at meeting site 15 min prior to meeting
- Site based meetings: Translator and School representative should greet family in front and escort them to the conference room
- Translation should take place throughout the meeting with frequent breaks to allow parent(s) time to obtain all of the information being presented, provide personal insight and respond to any questions
- Have SST Action Plan translated into parent(s) primary language

ELITE ACADEMIC ACADEMY
A TUITION-FREE CHARTER SCHOOL

SECTION 504
SERVICE PLAN HANDBOOK

ELITE ACADEMIC ACADEMY
SECTION 504 SERVICE PLAN HANDBOOK

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ELITE ACADEMIC ACADEMY
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An Overview of Section 504[1]

Section 504 of the Rehabilitation Act of 1973 ("Section 504") is Congress' directive to schools receiving any federal funding to eliminate discrimination based on disability from all aspects of school operation. It states, "*No otherwise qualified individual with a disability…, shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance*…." Because the Elite Academic Academy ("Elite"), as a tuition-free charter school, is a recipient of federal funding, it is required to provide eligible disabled students with equal access (both physical and academic) to services, programs, and activities offered by its schools.

Section 504 is a civil rights statute and not a special education statute. At each school, the responsibility for ensuring Section 504 compliance rests with Elite, its Section 504 Coordinators, Academy Directors, and Chief Academic Officer.

There are two main purposes to Section 504. The first purpose of Section 504 is to protect students from discrimination under federal law. Section 504 assures access to educational services and the learning process that is equal to that given to students who do not have disabilities. All students who have a physical or mental impairment, which substantially limits one or more major life activities, have a record of such an impairment, or are regarded as having such an impairment, are protected from discrimination under Section 504.

The second purpose of Section 504 is to provide a free appropriate public education ("FAPE") to those students who satisfy all three criteria: (1) actually have a physical or mental impairment; (2) that substantially limits; and (3) one or more major life activities. The provision of FAPE is accomplished through the creation and implementation of a Section 504 Service Plan.

The purpose of this Section 504 Service Plan Handbook is to provide guidance to Elite staff, its students, and their parents/guardians, in deciding whether students may be, or are, eligible for FAPE in the form of a Section 504 Service Plan; as well as to provide information regarding a student's right to be protected from discrimination, including grievance procedures. If you have any questions please contact Elite's compliance officer as follows:

Ms. Meghan Freeman
Chief Academic Officer
866-354-8302 ex 703

[1] This handbook is for informational and resource purposes only and does not represent legal advice. Consult with your attorney prior to taking any final action, or for specific questions or concerns.

FREQUENTLY ASKED QUESTIONS ABOUT SECTION 504 FAPE AND SECTION 504 SERVICE PLANS

What Criteria Are Used To Determine Whether A Student Is Eligible For Section 504 FAPE?

A student shall be eligible for FAPE under Section 504 if he/she satisfies all of the following criteria:

(1) Physical or Mental Impairment

A student must actually have a mental or physical impairment, such as a life-threatening health condition, that will put a student in danger during the school day if medication and/or treatment is/are not provided. The definition is broad, as the law does not limit eligibility to specific diseases or categories of medical conditions. However, the applicable regulations define a physical or mental impairment as any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive system; or any mental or psychological disorder, such as an intellectual disability, organic brain syndrome, emotional, and specific learning disabilities.

(2) Substantially Limits

The student's physical or mental impairment must substantially limit one or more major life activities. Section 504 does not specifically define the term "substantially limit," nor is there a single formula that measures a substantial limitation. It is subject to interpretation on a case-by-case basis. Nevertheless, an impairment that substantially limits one major life activity need not limit other major life activities in order to be considered a disability. An impairment does not need to prevent, or significantly or severely restrict a student in performing a major life activity to be considered substantially limited.

Compare a student to his/her non-disabled age/grade peers to determine whether an impairment substantially limits a major life activity for the student. Generally, a student with a physical or mental impairment who is able to participate in, or benefit from, an education program, (e.g. attend school, advance from grade to grade, and meet the standards of independence and social responsibility expected of his/her age) without the provision of special education or related aids or services, is not a disabled student under Section 504 for purposes of FAPE.

There are now a set of conditions that "virtually always" will be considered substantially limiting: deafness, blindness, an intellectual disability, partially or completely missing limbs or mobility impairments requiring the use of a wheelchair, autism, cancer, cerebral palsy, diabetes, epilepsy, HIV, multiple sclerosis, muscular dystrophy, major depressive disorder, bipolar disorder, post-traumatic stress disorder, obsessive compulsive disorder, and schizophrenia.

(3) Major Life Activities

Major life activities include, but are not limited to, caring for one's self, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of

the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

Reading, seeing, walking, concentrating, thinking, and communicating are major life activities, in addition to learning, that are commonly used to determine Section 504 eligibility in the school setting. Some examples are: a student with a visual impairment who cannot read regular print with glasses is substantially limited in the major life activity of seeing; a student with an orthopedic impairment who cannot walk is substantially limited in the major life activity of walking; and a student with ulcerative colitis is substantially limited in the operation of a major bodily function, the digestive system. Therefore, 504 teams cannot simply consider how an impairment affects a student's ability to learn.

How Are Mitigation Measures Taken Into Consideration When Determining Eligibility And Section 504 FAPE?

The determination as to whether an impairment substantially limits a major life activity shall be made without regard to the ameliorative effects of mitigating measures such as: medication, medical supplies, equipment, or appliances, low-vision devices (which do not include ordinary eyeglasses or contact lenses), prosthetics including limbs and devices, hearing aids and cochlear implants or other implantable hearing devices, mobility devices, or oxygen therapy equipment and supplies, use of assistive technology, reasonable accommodations or auxiliary aids or services, or learned behavioral or adaptive neurological modifications. However, the ameliorative effects of the mitigating measures of ordinary eyeglasses or contact lenses shall be considered in determining whether an impairment substantially limits a major life activity.

Although the Section 504 Team may not consider the ameliorative effects of mitigating measures when making a disability determination, these measures remain relevant in evaluating the need of a student with a disability for special education or related services. *Once the Section 504 Service Plan Team determines that a student has a disability, that student's use of mitigating measures could still be relevant in determining his/her need for special education or related services under Section 504*.

What Is A FAPE?

FAPE is the provision of general or special education and related services that are designed to meet the individual educational needs of persons with disabilities as adequately as the needs of nondisabled persons are met, and that are provided without cost (except for fees imposed on nondisabled students and their parents). *Thus, a school's obligation to provide FAPE extends to students with disabilities who do not need special education but require a related service*. For example, if a student with a disability is unable to self-administer a needed medication, the school may be required to administer the medication if that service is necessary to meet the student's educational needs as adequately as the needs of nondisabled students are met.

An appropriate education may consist of general education classes with or without related aids or services, enrichment classes, special education (e.g., resource specialist program or non-public placement or agency services), or a combination of such services. The definition of related aids and services under Section 504 is broad and includes any service that a student needs to participate in and benefit from a school's education program. Some examples are: counseling services, social

skills, speech services, occupational therapy services, orientation and mobility services, health services, nursing support, behavioral support, environmental and/or instructional supports and accommodations, and transportation.

Can A Temporary Impairment Be Considered A Disability For Which A Student Would Be Entitled To FAPE Under Section 504?

A temporary impairment can be a disability under Section 504 if it is severe enough that it substantially limits a major life activity for a student for an extended period of time. The ADA defines a transitory impairment as "an impairment with an actual or expected duration of six months or less." The duration (or expected duration) of the impairment, and the extent to which it actually limits a major life activity for a student, should be the key considerations. *The issue of whether a temporary impairment is substantial enough to be a disability must be resolved on a case-by-case basis*. For example, though pregnancy is not considered a disability under Section 504, the Section 504 Service Plan Team may determine that a pregnant student, who cannot attend school for several months due to pregnancy-related complications, is disabled under Section 504 for purposes of FAPE.

When Is An Impairment That Is Episodic Or In Remission Considered A Disability For Which A Student Would Be Entitled To FAPE Under Section 504?

An impairment that is episodic or in remission (e.g., cancer, bipolar disorder, epilepsy, allergies, etc.) is a disability if it would substantially limit a major life activity when active. *For example, if it is foreseeable that a student's illness would require home/hospital instruction on an intermittent basis (e.g., during chemotherapy treatments), then student may have a Section 504 plan that provides home/hospital instruction when he/she is undergoing such treatment*.

Can Drug Addiction Be A Disability Under Section 504 For Purposes Of FAPE?

A student who is drug addicted but is in recovery and is not currently engaging in the illegal use of drugs, may qualify as a disabled student under Section 504 for purposes of FAPE if the student's drug addiction substantially limits the student's ability to perform a major life activity. Such a student may need a modified schedule, school counseling, or another type of special education or related aid or service, to participate in or benefit from his/her educational program. A student who is drug addicted and is currently engaging in the illegal use of drugs, however, is excluded from the definition of a disabled student under Section 504. A school is under no obligation to evaluate such currently drug addicted student under Section 504 for the disabling condition of addiction regardless of the educational impact the drug addiction is having on the student. Thus, a school may treat such a student in the same manner as it treats non-disabled students. *A school should be aware, however, of circumstances in which a child's drug abuse may be attributed to his or her underlying disability. A school is responsible for assessing and addressing environmental issues and internal distress of a student with a disability that may be contributing to the use of controlled substances*.

Can Alcoholism Be A Disability Under Section 504 For Purposes Of FAPE?

A student who is addicted to alcohol, regardless of whether the student is currently using alcohol or is in recovery, may qualify as a disabled student under Section 504 for purposes of FAPE if the student's alcoholism substantially limits the student's ability to perform a major life activity. Such

a student may need a modified schedule, school counseling, or another type of special education or related aid or service to participate in or benefit from his/her educational program. However, a school may take disciplinary action against students with disabilities using alcohol to the same extent as students without disabilities.

Can A School Require A Parent To Provide A Medical Diagnosis Before It Will Initiate An Evaluation Of A Student Under Section 504?

No. Under Section 504, a school must evaluate a student if it knows or suspects that the student, because of a disability, needs special education or related aids or services to participate in or benefit from its education program, regardless of whether the student has a medical diagnosis. *A school may be obligated to provide a student with medical diagnostic services, as a related service, if the school believes that it needs a medical diagnosis to determine whether a student has a medical condition*.

Does A Student With A Medical Diagnosis Automatically Qualify As A Disabled Student Under Section 504 For Purposes Of FAPE?

Not every medical diagnosis will substantially limit a student's ability to perform a major life activity. As explained above, there are a set of conditions that will "virtually always" be considered substantially limiting. If a medical diagnosis does substantially limit a student's ability to perform a major life activity, the student may qualify as a disabled student under Section 504 for purposes of FAPE. Such a student, in addition to a Section 504 Services Plan, may *also* need an individual health care plan, or another type of special education or related aid or service, to participate in or benefit from a school's education program.

How Is A Section 504 Service Plan Referral Made?

When a student is exhibiting academic, attendance, social and/or behavioral problems the school may convene a Student Success Team ("SST") meeting. The purpose of the SST is to investigate the needs of the student. This preliminary investigation may result in one of three outcomes: general education interventions (such as Response to Intervention, also known as RTI), a referral to review Section 504 Service Plan eligibility, and/or a referral for a special education evaluation pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA"). If it is determined that the student should go through Section 504 Service Plan Eligibility Review, then a Section 504 Service Plan Referral Form must be submitted to the Academy Director.

A parent/guardian may also directly initiate a Section 504 Service Plan referral without going through the SST process. The individual making the referral should complete the Section 504 Service Plan Student Referral Form and forward it to the Academy Director.

When Should A Student Be Assessed?

There are no specific circumstances that trigger the obligation to conduct an evaluation, the decision to conduct an evaluation is governed by the individual circumstances in each case. For example, consider a student who has Attention-Deficit/Hyperactivity Disorder ("ADHD") but is not receiving special education or related services, and is achieving good grades in academically rigorous classes. Staff should not assume that this student's academic success necessarily means that the student is

not substantially limited in a major life activity, and therefore is not a child with a disability. *Thus, grades alone are an insufficient basis upon which to determine whether a student has a disability. Grades are just one consideration and do not provide information on how much effort or how many outside resources are required for the student to achieve those grades*.

Consider conducting an initial evaluation or reevaluation under Section 504 when a student is/has:

- Marked decline in grades
- Refusing supports and/or services
- Not responding to general education interventions (e.g., SST, RTI, counseling, etc.)
- Failing to achieve passing grades
- Failing to advance from grade to grade
- Chronically absent from school
- Returning to school after a serious illness or injury, either from a hospital or home/hospital instruction
- Returning to school after alcohol or drug treatment
- A life-threatening health condition
- A temporary impairment that will be substantially limiting for an extended period of time
- An impairment that is episodic or in remission that is substantially limiting when active
- Taking new medication or has stopped taking medication
- Experiencing negative social, emotional and/or behavioral issues at school
- Attempted suicide
- Engaged is serious disciplinary misconduct

What Is The Section 504 Service Plan Evaluation Process?

A school shall evaluate a student who, because of a disability *needs, or is believed to need, special instruction or related services,* before taking any action with respect to the initial placement of the student in general or special education and any subsequent significant change in placement.

When selecting tests and other evaluation materials, school staff must ensure that what has been selected are: validated for the specific purpose for which they are used; administered by trained personnel in conformance with the instructions provided by the test publisher; tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient; and administered so as best to ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever other factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure).

A school may administer and use formal and informal measures as deemed necessary. A school must obtain informed and written consent from the parent/guardian before the student is initially evaluated, but written consent may not be required for reassessments. If the parent/guardian refuses to consent to an initial evaluation, a school may use the Section 504 due process hearing procedures to override the lack of consent.

Once the evaluations are completed, the school will schedule a Section 504 Service Plan meeting to review the evaluations and the student's Section 504 Service Plan Team will determine whether the student is eligible for a Service Plan under Section 504.

What Is A "Significant Change In Placement" Under Section 504 That Would Trigger A Reevaluation?

A "significant change in placement" means a significant change in the type or amount of educational or related aids or services that the school provides to a student with a disability. For example: initiating or terminating a service; graduation; significantly increasing or decreasing the amount of a service or placement; and disciplinary actions that exclude a student from school for more than 10 consecutive school days in a school year; and disciplinary actions that create a pattern of exclusion from school (e.g., cumulative short-term suspensions that are each 10 school days or fewer in duration that create a pattern of exclusion due to the length of each suspension, the proximity in time of the suspensions, the total amount of time the student was excluded from school, and the similarities of the behaviors that led to the suspensions). Note that the reevaluation must adhere to Section 504 placement procedures, including that the reevaluation must draw upon information from a variety of sources; ensure documentation and consideration of information obtained from all sources; and the placement decision should be made by a group of persons who are knowledgeable about the student, the meaning of the student's evaluation data, and placement options.

What Is The Process For Deciding Whether A Student Is Eligible For 504 FAPE?

At the Section 504 Service Plan initial team meeting, the team will decide whether the student is eligible for a FAPE under Section 504 by deciding whether the student has a physical or mental impairment that substantially limits one or more major life activities. If the team determines that the student is eligible to receive a FAPE under Section 504, the, the team will develop a Section 504 Service Plan.

The Section 504 Service Plan Team is comprised of a group of individuals, including persons knowledgeable about the student, the meaning of the evaluation data being reviewed, and placement options. The Section 504 Service Plan Team will generally include the parent/guardian and at least one of the student's general education teachers; and, may include: other teachers, individuals who can interpret the instructional implications of the assessment results, SST members, counselors, related service providers, the student, other school staff and administrators, and individuals who have knowledge or special expertise regarding the student.

The Section 504 Service Plan Team, in deciding whether a student is eligible for a Section 504 Service Plan, will collect and carefully interpret evaluation data; and in making decisions, the team will draw upon information from a variety of sources, including, but not limited to: observations, testing, reports, work samples, the school's assessments, private evaluations, medical records, letters from doctors, health care plans, school records, discipline records, school administration, school counselors, teachers and paraprofessionals that work with the student, the parent, and when appropriate, the student. The information obtained from all such sources should be documented and all significant factors related to the student's learning process must be considered. *Though, the team cannot rely on presumptions and stereotypes regarding persons with disabilities or classes of such persons*.

What Is And Is Not A Section 504 Service Plan?

A Section 504 plan is a written plan that describes the educational and related aids and services that the team determines the student needs to receive a FAPE. It may change more than annually depending on the student's needs. For a student whose only disability is a life-threatening health condition, an individual health care plan may be attached to his/her 504 plan. *Importantly and as explained below, an individual health care plan cannot replace a Section 504 Service Plan*.

Is An Individual Health Care Plan Sufficient To Comply With The FAPE Requirements As Described In The Section 504 Regulation?

An individual health care plan ("IHCP") is a detailed description of a student's health services, regardless if he/she is eligible for a Section 504 Services Plan. Generally, an IHCP is developed by a school nurse in collaboration with the student's health care providers, and only focuses on health care services a student may need during the school day, such as medication or the management of diabetes at school.

A Section 504 Service Plan is developed after the 504 team determines a student is eligible for Section 504 FAPE. This plan, developed by the Section 504 team, details the accommodations, aids, services or supports a student with a disability may require during school. Unlike an IHCP, only a Section 504 Services Plan affords protections to students who are eligible for Section 504 FAPE.

It is common for students to require both a Section 504 Services Plan and an IHCP. For example, a student with asthma may have an IHCP describing the medication and nursing support he/she requires during an asthma attack. That same student can also have a Section 504 plan describing the accommodations the student is entitled to if he/she misses school due to asthma. Therefore, even though a student's health issues can be addressed with an IHCP, the school can still be required to assess the student under Section 504 and determine whether he/she is eligible for a Section 504 Services Plan.

How Often Should A Section 504 Service Plan Be Reviewed?

The Section 504 Service Plan should be reviewed on an annual basis, at which time the parent/guardian should receive a copy of the school's notice of parent/guardian rights and procedural safeguards. Further, a re-evaluation of the student should occur at least every three years **and** before any significant change in placement, including exiting the student from a Section 504 Service Plan and graduation.

What Should A School Do If A Student Is Found Not Eligible For Section 504 FAPE?

The school must inform the student's parent/guardian of its decision and provide him/her with a copy of the parent/guardian's procedural safeguards and rights. *Compliance with the procedural safeguards of the IDEA is one means of meeting this requirement, but staff is encouraged to use the Section 504 procedural safeguards*. Even though a school does not believe that a student needs special education or related services, it must still consider whether the student is entitled to a reasonable modification of policies, practices, or procedures. The extent of a school's obligation to make reasonable modifications is fact-dependent and requires a case-by-case analysis.

Examples of possible modifications include:

- Allowing a student who is substantially limited in terms of walking, to use the faculty elevator because the student needs assistance in traveling between classes, even though the school rule generally prohibits student use of the elevator;

- Allowing a student with a heart condition that has been corrected by surgery, the opportunity to complete, without penalty, assignments missed during the student's surgery and convalescence, even though the student was absent from school more than the school's attendance policy permits; and

- Providing or allowing the use of tactile chess sets and other adaptive materials and equipment so that a student with a visual disability can participate in the school's chess club.

What Must A School Do For A Student Who Has A Disability But Does Not Need Any Special Education Or Related Services?

A school must conduct an evaluation of any individual who, because of a disability, *needs or is believed to need*, special education or related services, and must do so before taking any action with respect to the initial placement of the student in general or special education or any significant change in placement. If, following a properly conducted evaluation the school determines that the student does not need special education or related services, the school is not required to provide aids or services. Neither the Americans with Disabilities Act nor Section 504 obligates a school to provide aids or services that the student does not need, *but* the school must still conduct an evaluation before making that determination. Further, the student is still a person with a disability, and thus is protected by Section 504's general nondiscrimination provisions even though he/she is not entitled to a Section 504 Service Plan.

For example, a student is diagnosed with severe asthma that substantially limits the major life activity of breathing and the function of the respiratory system. However, based on the evaluation, the student does not need any special education or related service as a result of the disability. This student fully participates in her school's regular physical education program and in extracurricular sports; she does not need help administering her medicine; and she does not require any modifications to the school's policies, practices, or procedures. So, while the school is not obligated to provide the student with any additional services, she is still a person with a disability, and therefore remains protected from discrimination.

Does The School Continue To Have A Duty To A Student Even When A Section 504 Plan Has Been Declined?

Case law has shown that a school may continue to have an obligation to protect the student from disability discrimination, including a duty to continue offering any accommodations or services necessary to ensure the student has an opportunity to receive FAPE, even though his/her parent/guardian has not consented to a Section 504 Services Plan.

Can The School Refuse To Allow Disabled Students To Participate In Accelerated Classes And Programs Solely Because The Student Has A Disability Or Needs Special Education Or Related Aids Or Services?

If a school provides accelerated classes and programs (e.g., advanced placement or International Baccalaureate classes), the school cannot categorically deny admission to a student based on disability or deny admission to a disabled student solely because the student needs special education or related aids or services. The school must provide disabled students an equal opportunity to meet any appropriate minimum eligibility criteria for admission, consistent with the purpose of its accelerated classes and programs and Section 504.

In addition, once the school admits a disabled student to an accelerated class or program, it must provide the student with the related aids or services that the student needs to participate in and benefit from the classes or programs. For example, if a student's IEP or Section Service 504 Plan provides for Braille materials in order to participate in general education classes and he or she enrolls in an accelerated or advanced history class, then he/she must be provided Braille materials for that class. The same would be true for other needed supports and accommodations such as extended time on tests or the use of a computer to take notes if they do not fundamentally alter the nature of the service, program or activity.

Are There Situations When It Is Inappropriate To Offer A Section 504 Service Plan?

Eligibility for a Section 504 Service Plan is decided by evaluating the student and determining if the student has a physical or mental impairment that substantially limits one or more major life activities. If any of the three criteria is not met, then a Section 504 Service Plan will not be developed for the student.

Some common misuses of a Section 504 Service Plan are listed below:

- A parent/guardian or doctor presents the school with a disability diagnosis and a Section 504 Service Plan is written without first determining, through the assessment process, if the disability causes substantial limitation of a major life activity.

- A student is placed on a Section 504 Service Plan because the student has a record of impairment or is regarded as being impaired, but the student does not actually have a disability that substantially limits a major life activity.

- A student fails to qualify for special education and related services under the IDEA but is automatically provided with a Section 504 Service Plan.

- A student is automatically placed on a Section 504 Service Plan when the student no longer qualifies for special education services under the IDEA without first qualifying based on Section 504 criteria and procedures.

- A student is placed on a Section 504 Service Plan as an alternative way to receive special education and related services because the parent/guardian refuses to "label" his/her child by including him/her in a special education program; this may also apply in cases where parent/guardian has revoked consent to special education.

Does The School Need To Develop A Section 504 Service Plan For Every Student Who Has A Disability?

The school does not need to develop a Section 504 Service Plan for every student who has a disability. The school is only obligated to develop a Section 504 Service Plan for those students who, because of disability, need accommodations or some other type of related aids or services, to participate in or benefit from the school's education program.

Are Preschool And Adult Education Students Entitled To A FAPE Under Section 504?

Preschool and adult education students, while not entitled to Section 504 FAPE, are entitled to be protected from discrimination. Thus, schools are not required to provide a Section 504 FAPE to disabled preschool students and are only required to consider the nature of the student's disability and to provide the student with an equal educational opportunity.

Are There Any Special Rules Regarding Discipline And Students With Section 504 Service Plans?

In disciplinary situations, students who have a Section 504 Service Plan may be suspended or placed in an alternative interim setting to the same extent these options are used for children without disabilities. School personnel may also consider any unique circumstances on a case-by-case basis when determining whether a change in placement (in this context a disciplinary removal) is appropriate for a child with a disability who violates a code of student conduct. This change of placement may be to an appropriate interim alternative education setting, another setting, or suspension for not more than ten (10) school days.

When a student with a disability is removed from his/her current placement in the same school year for more than ten (10) cumulative school days, that amounts to a change of placement, or more than ten (10) consecutive school days, the student is entitled to a manifestation determination meeting within ten (10) school days of the school's decision to change the student's placement. The student's parent/guardian must be invited to participate as a member of this manifestation determination meeting. At this meeting, the team will determine (based upon a review of all relevant information in the student's cumulative and Section 504 Service Plan files, the student's Section 504 Service Plan, any teacher observations, and any relevant information provided by the parent/guardian) whether the student's alleged behavior was a manifestation of his/her disability by answering the inquiry required by the IDEA. Presently, the questions are:

- Whether the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; or,
- Whether the conduct in question was the direct result of the school's failure to implement the student's current Section 504 Service Plan.

If the team answers yes to either question, the alleged misconduct shall be determined to be a manifestation of the student's disability and the school may not take disciplinary action against the student. However, if the team answers no to both questions, the alleged misconduct shall be determined not to be a manifestation of the student's disability and the school may take disciplinary

action against the student, such as expulsion, in the same manner as it would with a child without disabilities.

If the student's behavior is determined to be a manifestation of his or her disability, then the school must conduct a functional behavior assessment and implement a behavioral intervention plan ("BIP") for the student. If a BIP has already been developed, then the school will review the plan and modify it as necessary to address the behavior in question. However, regardless of whether a student's behavior was a manifestation of the student's disability, the school may determine, following an assessment, that a change of placement is appropriate for the student. The school may proceed with this change of placement following notice to the parents; written consent is not required for a change of placement pursuant to Section 504.

Section 504 Process Flow Chart

1. **Refer the Student:**
   - Complete Student Section 504 Service Plan Referral form.

2. **Decide Whether to Evaluate the Student:**
   - Does the school site know or suspect that, because of a disability, the student needs special education or related aids or services to participate in or benefit from school?
   - If yes, provide parent/guardian with a proposed assessment plan and Notice of Parent/Guardian Rights and Procedural Safeguards.
   - If no, provide parents with Prior Written Notice and Notice of Parent/Guardian Rights and Procedural Safeguards, but first consult with Elite's Academy Directors.

3. **Evaluate the Student:**
   - Evaluate the specific areas of the student's educational needs upon receipt of signed assessment plan.

4. **Determine the Student's Eligibility and Develop 504 Service Plan, if Eligible:**
   - Convene a Section 504 Service Plan Team meeting to review evaluation results and determine eligibility.
   - Provide parents with the school's Notice of Parent/Guardian Rights and Procedural Safeguards.
   - If eligible, develop a Section 504 Service Plan for student.
   - If not eligible and parent/parent disagrees, provide written notice to parent/guardian explaining the school's rationale.
   - Obtain written consent for initial placement.
   - Provide parent/guardian a copy of Section 504 Service Plan.
   - Assign a case manager to monitor implementation and student progress.

5. **Annually Review the Student's Section 504 Service Plan:**
   - Reassess, if necessary.
   - Review and revise the student's Section 504 Service Plan.
   - Provide parent Notice of Parent/Guardian Rights and Procedural Safeguards.

6. **Periodically Re-Evaluate the Student:**
   - At least every three years.
   - Before any significant change in placement.
     - Including exiting student from Section 504 services, unless parent/guardian revokes consent to Section 504.
   - Provide parent Notice of Parent/Guardian Rights and Procedural Safeguards.

SECTION 504 FORMS

ELITE ACADEMIC ACADEMY
Section 504 Service Plan Checklist

Student's Name:	Grade:	Age:	Date of Birth:
School:	Academy Director:		
Parent/Guardian(s) Name:	Telephone: (Home) (Work) (Cell)		
Address: (Street) (City) (State) (Zip Code)			

Section 504 Service Plan Referral Date _____

Consent to Assess Letter/Form Date Sent _____
(Keep a copy)

Date Received_____

Notice of Section 504 Service Plan Team Meeting Date Sent _____
(Keep a copy)

Date Received_____

Initial 504 Service Plan Meeting: Date _____

- ❒ Define and state purpose of Section 504
- ❒ Provide Elite's Section 504 Notice of Parent/Guardian Rights and Procedural Safeguards
- ❒ Develop Section 504 Service Plan

Section 504 Service Plan Review Meeting Date Scheduled (at least annually)

Date _____

If Student is not found eligible: Date _____

- ❒ Provide parent/guardian with written notice explaining Elite's rationale
- ❒ Provide parent with Notice of Parent/Guardian Rights and Procedural Safeguards

ELITE ACADEMIC ACADEMY

Referral for Section 504 Service Plan

Student's Name (Last) (First) (Middle)		Grade Level	Age	Date of Birth
Referral Date	School			
Parent/Guardian	Parent/Guardian	Telephone (Home) (Work) (Cell)		
Primary Address (City)		(State)	(Zip Code)	

I am concerned that this student may have a physical or mental impairment which substantially limits one or more major life activities: e.g. caring for one's self, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and/or working.

Referred By: _____ **Date:** _____

1. What are your specific concerns about the student's performance?

   Academic:

   Behavioral:

   Other:

2. What interventions have been tried to help the student?

   What were the results?

3. What other problems, concerns, or observations would you like to share?

Referring Party – check appropriate box

- ☐ Parent/Guardian
- ☐ Medical or psychological report
- ☐ Educational assessment
- ☐ Student Success Team Referral
- ☐ Other _____

Specific Reason for Referral:

☐ Academic
☐ Behavioral
☐ Health
☐ Hearing
☐ Physical
☐ Social/Emotional
☐ Speech/Language
☐ Vision
☐ Work Habits
☐ Other:_____
_____
_____

Educational History

☐ Title I
☐ Speech
☐ 504
☐ Biliteracy
☐ Specialized Academic Instruction Program
☐ Separate Class
☐ ELL
☐ Other_____

_____

Student Performance Summary

Yes	No	Don't Know	
☐	☐	☐	On standardized achievement tests the student scores markedly below the grade level. (Attach copy.)
☐	☐	☐	On the school's outcome assessments, the student performs below the standard.
☐	☐	☐	On grade reports there is an overall pattern of poor grades (significantly below average – 1's and 2's or D's and F's). (Attach copy.)
☐	☐	☐	Student has received disciplinary action for inappropriate behavior. (Attach discipline report)
☐	☐	☐	Student has special health care needs (medication, allergy, etc.) during class activities, including lunch.
☐	☐	☐	Student has a pattern of excessive absences and/or tardies. (Attach attendance profile.)

ELITE ACADEMIC ACADEMY
Referral for Section 504 Service Plan

List documentation (e.g., report cards, medical information or private reports) you have attached and would like the school to consider.

Attachments: _____

_____

_____

Recommendation by Academy Director:

_____ Refer for a Section 504 assessment

_____ Refer for an IDEA assessment

_____ Other, explain _____

Parent/guardian notified of the above on _____ by _____.
Date Name

ELITE ACADEMIC ACADEMY
Section 504 Service Plan Teacher Feedback Form
(To be completed as part of referral and/or evaluation for a Section 504 Service Plan)

Student: _____ Teacher: _____

Class: _____ From: _____ Date: _____

Please Return by: _____ to _____ Current Grade: _____

This student is being reviewed for possible intervention. Please respond to each item, indicating your observations of this student and his/her school functioning. The information will be utilized in support planning for this student

Your feedback may be shared directly with students and parents.

School Behavior	Low		Avg		High
Follows directions	1	2	3	4	5
Brings materials to class	1	2	3	4	5
Behavior and comments	1	2	3	4	5
Participates in class discussions	1	2	3	4	5
Stays on task during class	1	2	3	4	5
Peer/adult relationships	1	2	3	4	5
Overall effort and attitude	1	2	3	4	5
Other:					

Academic Skills	Low		Avg		High
Reading: decoding & oral	1	2	3	4	5
Reading: comprehension	1	2	3	4	5
Reading: fluency & speed	1	2	3	4	5
Writing: grammar & mechanics	1	2	3	4	5
Writing: content & quality	1	2	3	4	5
Math: operations & calculations	1	2	3	4	5
Math: reasoning & word problems	1	2	3	4	5
Other:					

Cognitive/Processing/ Memory Skills	Low		Avg		High
Auditory processing/listening	1	2	3	4	5
Visual processing abilities	1	2	3	4	5
Abstract thinking & reasoning	1	2	3	4	5
Memory	1	2	3	4	5
Attention & concentration	1	2	3	4	5
Speaking/expression of ideas	1	2	3	4	5
Other:					

Classroom Performance/ Student Skills	Low		Avg		High
Note-taking skills	1	2	3	4	5
Completes tests in allotted time	1	2	3	4	5
Test and Quiz grades	1	2	3	4	5
Long-term assignment completi	1	2	3	4	5
Overall quality of work	1	2	3	4	5
Homework completion	1	2	3	4	5
Other:					

ELITE ACADEMIC ACADEMY
Section 504 Service Plan Teacher Feedback Form

Your feedback may be shared directly with students and parents.

Student: _____ Teacher: _____

Class: _____ From: _____ Date: _____

Have you observed this student to…? (Please check those which seem significant)				
	have difficulty with relationships			be under the influence of drugs or alcohol
	present as exhausted, fatigued, low energy			be sad, tearful, or having crying spells
	seem easily angered or aggressive			have flat affect or fluctuating mood
	be overly negative, pessimistic, or irritable			seem overly anxious
	engage in self-injurious behavior or scars			have many health or somatic complaints
	make self-deprecating comments; self-esteem			make suicidal comments or writings
	seem disheveled, unkempt, or poor hygiene			to have suffered weight loss or weight gain
	other (describe):			

What do you think are his/her strengths?

_____

_____

_____

What do you think are his/her challenges?

_____

_____

_____

What interventions/strategies have you tried, how long, with what success?

_____

_____

_____

Ideas/suggestions as to what might help this student succeed:

_____

_____

ELITE ACADEMIC ACADEMY
A Tuition-Free Charter School

Date:

To:

Address:

Re:

Dear Mr. and Mrs.

Your child has been referred for an evaluation to determine whether your child requires a Section 504 Service Plan pursuant to Section 504 of the Rehabilitation Act of 1973, for the following reason(s):

____ The evaluation is required to determine whether your child may be eligible for regular or special education and related aids and services as a child with a disability within the meaning of Section 504.

____ The evaluation is required to review you child's progress and the effectiveness of his/her existing Section 504 Service Plan.

____ The evaluation is required to assess the appropriateness of a proposed change in placement for your child.

____ The evaluation is required to assess whether your child continues to have a mental or physical impairment which substantially limits a major life activity.

Your signature to the enclosed proposed assessment plan reflects your consent to Elite Academic Academy's proposed evaluation. Please return your consent to the proposed assessment plan to me at your earliest opportunity, but not later than 15 days from the date you receive this letter. Attached, you will find a copy of your procedural rights and safeguards under Section 504. Should you have any questions regarding this proposed evaluation or about your rights and procedural safeguards, please call me at (_____).

Sincerely,

Name: _____

Title: _____

Enclosures: Section 504 Notice of Parent/Guardian Rights and Procedural Safeguards
Section 504 Proposed Assessment Plan

ELITE ACADEMIC ACADEMY
SECTION 504 ASSESSMENT PLAN

Date: _____

To parent/guardian of: _____ Date of birth: _____Grade: _____

School: _____Primary language: _____ English proficiency: (CELDT Level) ____

Your child has been referred for an evaluation to determine or review his/her eligibility for a Service Plan pursuant to Section 504 of the Rehabilitation Act of 1973.

The assessment may consist of an evaluation in any or all of the following areas:

	Evaluation Areas	Examiner/Title
☐	**Language Functions** – Purpose: to measure your child's ability to understand and use language and to speak clearly and appropriately. This may also include measures of auditory processing.	
☐	**Health** – Purpose: Health information, including the results of a vision and hearing screening, is gathered to determine how your child's health and development affect school performance.	
☐	**Social/Adaptive Behavior** – Purpose: to better understand your child's social and emotional development, how he/she gets along with others, and takes care of personal needs at home, school and in the community.	
☐	**Sensorimotor Functions** – Purpose: to measure how well your child coordinates body movements in small and large muscle activities as well as how your child perceives the world through sensory input and integrates the visual and motor functions.	
☐	**Academic Achievement** – Purpose: to measure skills which may include, reading, spelling, arithmetic, oral and written language skills, and/or general knowledge.	
☐	**Intellectual/Conceptual Ability** – Purpose: to measure how well your child thinks, remembers, and solves problems. Verbal and non-verbal instruments are used as appropriate.	
☐	**Processing Skills** – Purpose: to measure specific skills which affect your child's ability to learn, including, visual and auditory memory, phonological processing, auditory processing, visual processing, and/or attention. Assessment may also be conducted in the areas of association, conceptualization, and expression.	
☐	**Other:**	

Assessment procedures may include in-class observation of students and review of records as appropriate. Assessments will be conducted by qualified staff, and when appropriate, utilizing qualified interpreters. You will be asked to participate in a meeting for the purpose of determining eligibility for a Section 504 Service Plan following completion of the assessment. Results will be kept confidential.

A copy of Elite Academic Academy's Section 504 Notice of Parent/Guardian Rights and Procedural Safeguards is included with this assessment plan for your review and information.

Parent/guardian: Please check one of more of the following and sign and return.

☐ I consent to the proposed assessment described above.
☐ I do not consent to the proposed assessment described above.
☐ I request that the following information be considered:_____.

Signature of Parent/Guardian: _____Date: _____

Return assessment plan within 15 days to sender at:

Name: _____

Title: _____

Telephone Number: _____

ELITE ACADEMIC ACADEMY

Student/Patient Release of Information

Authorization for Use or Disclosure of Health or Educational Information to Elite Academic Academy

Completion of this document authorizes the disclosure and/or use of individually identifiable health information, as set forth below, consistent with California and Federal law concerning the privacy of such information. Failure to provide all information requested may invalidate this Authorization.

USE AND DISCLOSURE OF INFORMATION

Student's
Name_____/_____
__
Last First M.I. Date of Birth

Grade_____
School_____

I, the undersigned, do hereby authorize
_____ (___)____-
_____
Doctor's name/Group or Facility Address/City/State/ Zip Code Area code and telephone number

to provide/share: ☐Health information ☐Psychological/ psychometric reports ☐Educational related records

☐Other_____from the above-named patient's medical/educational records to and from:

Elite Academic Academy
Organization to which disclosure is made

_____(___) _____ - _____
Elite Contact person Area code and telephone number

This disclosure of health/educational information is required for the following purpose:

Requested information shall be limited to the following: ☐ All Health/Educational Information OR

☐ Other specific information as described: _

DURATION

This Authorization shall become effective immediately and shall remain in effect until (*enter date*) _____ or for one year from the date of signatures, if no date entered.

RESTRICTIONS

California law prohibits the requestor from making further disclosure of my health/educational information unless the Requestor obtains another authorization from me or unless such disclosure is specifically required or permitted by law.

YOUR RIGHTS

I understand that I have the following rights with respect to this Authorization:

- I may revoke this authorization at any time. My revocation must be in writing, signed by me or on my behalf, and delivered to agencies or persons listed above. My revocation will be effective upon receipt, but will not be effective to the extent that the Requestor or others have acted in reliance upon this Authorization.
- I have the right to receive a copy of this Authorization. Signing this Authorization may be required in order for this student to obtain appropriate services in the educational setting.
- I understand that the Requestor (Elite Academic Academy) will protect this information as prescribed by the Family Equal Rights Protection Act (FERPA) and that the information becomes part of the student's mandatory interim educational record. The information will be shared with individuals working at or with Elite Academic Academy for the purpose of providing safe, appropriate, and least restrictive educational settings and school health services and programs.

APPROVAL

_____ _____

_____

Signature Date Witness

_____ (_____)_____ Info sent on_____

Relationship to Patient (Area Code) Telephone Number Date

ELITE ACADEMIC ACADEMY
Section 504 Team Data Review/Evaluation Report

Student Name_____ _____ ___ DOB_____Gender____Grade_____
(last) (first)

Parent/Guardian_____

School_____ Referral date_____504 Site Coordinator_____

Has student been previously evaluated for eligibility under IDEA? ___YES ___NO _____DATE

Has student been previously evaluated for eligibility under 504? ___YES ___NO _____DATE

Referral review team members knowledgeable about:

- the student
- the meaning of the evaluation data
- the placement options

Name Signature Date

_____

_____

_____

Summary of evaluation information considered:

- ☐ Report cards
- ☐ Attendance records
- ☐ Discipline
- ☐ Academic data/testing
- ☐ SST notes
- ☐ Response to Intervention
- ☐ Informal inventories
- ☐ Teachers reports
- ☐ Student work samples
- ☐ Parent data/input
- ☐ Health data
- ☐ Student observations

Other:

_____

_____

Check one below:

☐ Student **does not** have a physical or mental disability, which substantially limits one or more major life activities. **Please explain and attach supporting documentation.**_____

_____

☐ Student **does** have a physical or mental disability, which substantially limits one or more major life activities such as caring for one's self, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. A major life activity also includes the

operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. **Please explain and attach supporting documentation.** _____

_____

ELITE ACADEMIC ACADEMY
Notice of Section 504 Service Plan Team Meeting

Student Name: _____ School: _____

Parent/Guardian: _____

Date of Birth: _____ Date this notice was mailed: _____

Dear Parent/Guardian:

A Section 504 Service Plan Team meeting has been scheduled for your child. You are an important member of your child's Section 504 Service Plan Team. Your participation in this Section 504 Service Plan Team meeting is important to the development of your child's educational program. We hope that you will join us for this meeting. You have the right to have your child participate in the meeting if you feel it would be helpful. If you have information you would like the Section 504 Service Plan Team to consider during this meeting, please provide this information to the Elite Academic Academy ("Elite") before the Section 504 meeting. If you need an interpreter for this meeting, please let us know in advance of this Section 504 meeting, so that Elite can provide one for you.

The meeting has been scheduled for _____ at _____

(Date) (Time)

and will take place at _____.

The purpose of this meeting is (check all that are appropriate):

☐ To review initial Section 504 information and consider your child's eligibility for a Section 504 Service Plan.
☐ To conduct an annual review of your child's Section 504 Service Plan.
☐ To discuss possible changes in the Section 504 Service Plan.
☐ To conduct manifestation determination.
☐ Other: _____

The following people have been invited to attend your child's Section 504 Service Plan Team meeting:

☐ Elite Administrator/Designee
☐ Elite School Counselor
☐ School Psychologist
☐ General Education Teacher(s)
☐ Student
☐ Interpreter
☐ Elite Section 504 Site Chairperson
☐ Other:_____
☐ Other:_____
☐ Other:_____
☐ Other:_____
☐ Other:_____

Please check one and return to the Elite contact person as soon as possible:

☐ I plan to attend the meeting. I understand that you will proceed with this meeting without me if I do not contact you to reschedule the meeting.

☐ I would like the meeting rescheduled. I prefer to meet at (time)_____ (date)_____

☐ I do not plan to attend the meeting; the meeting may proceed without me.

☐ I do not plan to attend the meeting and will be sending _____ as my representative.

☐ This meeting was arranged by telephone on (date) _____; I have waived my advance notice for the meeting.

Parent/Guardian Signature _____ **Date** _____

Elite Site Chairperson's Use Only

Results of Attempts to Contact (e.g., correspondence, phone calls, visits to home or place of employment)

Response Record	**Will Attend**
Telephone Call (date)_____	☐Yes ☐No
Telephone Call (date) _____	☐Yes ☐No
Telephone Call (date) _____	☐Yes ☐No

ELITE ACADEMIC ACADEMY'S

Section 504 Notice of Parent/Guardian Rights and Procedural Safeguards

This is a notice of your rights under Section 504 of the Rehabilitation Act of 1973 ("Section 504"), as well as Elite Academic Academy's ("Elite") procedures, with respect to actions regarding the identification, evaluation or educational placement for students who, because of a disability, need or are believed to need special instruction or related services. This document is not intended to create parent/guardian rights and/or Elite's obligations greater than is provided by applicable laws.

PURPOSE

It is the intent of Elite to locate, identify, evaluate and provide a free appropriate public education ("FAPE") under Section 504 to each student with a disability within its jurisdiction regardless of the nature or severity of the disability. Further, Elite will provide regular or special education and related aids and services that are designed to meet the needs of each disabled student as adequately as the needs of non-disabled students. In addition to providing a FAPE to students with disabilities under Section 504, Elite will not discriminate against students with a physical or mental impairment which substantially limits one or more major life activities, have a record of such an impairment, or those being regarded as having an impairment. Protections for these students are provided for elsewhere under Elite's Board Policies and Regulations, state and federal law.

Students who, because of a Section 504 disability, need, or are believed to need, general or special education and services are addressed in this document.

Students who are identified as eligible for special education and related services under the criteria set forth in the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") are not addressed under this document, as the needs of such students are provided for elsewhere under Elite's Board Policies and Regulations, state and federal law, and Special Education Local Plan Area ("SELPA") procedures.

DEFINITIONS AND ELIGIBILITY

1. A student with a disability is one who:

    a. Has a physical or mental impairment that substantially limits one or more major life activities, including learning;

    b. Has a record of such an impairment; or

    c. Is regarded as having such an impairment.

    However, only students qualifying under subdivision (a) (*i.e.*, those with an actual physical or mental impairment that substantially limits one or more major life activities) are entitled to a FAPE and a Section 504 Service Plan under Section 504.

2. A physical or mental impairment means: any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic,

lymphatic, musculoskeletal, and reproductive system; or any mental or psychological disorder; such as intellectual disability, organic brain syndrome, emotional, and specific learning disabilities. An impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active. The law does not limit eligibility to specific diseases or categories of medical conditions.

3. The term "substantially limits" shall be interpreted consistently with the findings and purpose of the Amendments to the Americans with Disabilities Act ("ADA") that went into effect on January 1, 2009. An impairment that substantially limits one major life activity need not limit other major life activities in order to be considered a disability. An impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active.

   Whether an impairment substantially limits a major life activity shall be made without regard to the ameliorative effects of mitigating measures such as: medication, medical supplies, equipment, or appliances, low-vision devices (which do not include ordinary eyeglasses or contact lenses), prosthetics including limbs and devices, hearing aids and cochlear implants or other implantable hearing devices, mobility devices, or oxygen therapy equipment and supplies; use of assistive technology; reasonable accommodations or auxiliary aids or services; or earned behavioral or adaptive neurological modifications. Thus, the ameliorative effects of the mitigating measures of ordinary eyeglasses or contact lenses shall be considered in determining whether an impairment substantially limits a major life activity.

4. Major life activities include, but are not limited to, caring for one's self, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. Learning, reading, concentration, thinking, and communication are typically, but not always, the major life activities utilized to determine Section 504 eligibility in the schools.

LOCATION AND NOTIFICATION PROCEDURES

1. Elite shall annually undertake reasonable measures to locate and identify every qualified disabled student "residing" within Elite's jurisdiction who is not receiving a public education, and to notify those students and their parent/guardian of the right to a FAPE under Section 504.

2. Location and notification procedures may include Elite's annual notice, personal contacts, and communications with public and private community agencies.

3. When a student is identified, he or she should be referred to the school's Academy Director, following the procedures set forth below.

IDENTIFICATION AND REFERRAL PROCEDURES

1. Any student may be referred, in writing, by parent/guardian, school staff, or community agency to Elite's Academy Director.

2. Based upon a review of relevant and available information regarding the referred student and information from Elite's Student Success Team ("SST") or Section 504 Service Plan Team, Elite shall determine whether an evaluation under Section 504 is appropriate. Elite shall evaluate any student who, because of a disability, needs, or is believed to need, special instruction or related services before taking any action with respect to the initial placement of a student in general or special education and any subsequent significant change in placement.

3. If the request for evaluation is denied, Elite will notify the parent/guardian of its decision in writing and provide him/her with a copy of Elite's Section 504 Notice of Parent/Guardian Rights and Procedural Safeguards.

4. If Elite or the Section 504 Service Plan Team determines an evaluation under Section 504 is appropriate, the team will forward a letter and/or an assessment plan requesting consent for evaluation of the student to the parent/guardian, along with a copy of Elite's Section 504 Notice of Parent/Guardian Rights and Procedural Safeguards.

EVALUATION, ELIGIBILITY AND PLACEMENT DETERMINATIONS

1. The evaluation of students suspected of having a disability under Section 504 will be carried out by qualified evaluators selected by Elite.

2. When selecting tests and other evaluation materials, Elite will ensure that they are: (1) validated for the specific purpose for which they are used; (2) administered by trained personnel in conformance with the instructions provided by their producer; (3) tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient; and (4) administered so as best to ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever other factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure).

3. Elite may administer and use formal and informal measures as deemed necessary. Elite must obtain informed and written consent from the parent/guardian before the student is initially evaluated.

4. Once the evaluations are completed, Elite will schedule a Section 504 meeting to consider the results of the evaluations; and, the student's Section 504 Service Plan Team will determine whether the student is eligible under Section 504 by deciding whether the student has a physical or mental impairment that substantially limits one or more major life activities. This meeting shall be convened within a reasonable time period of receiving the parent/guardian's consent to assess.

5. The Section 504 Service Plan Team is made up of a group of individuals, including persons knowledgeable about the student, the meaning of the evaluation data being considered, and placement options. The team will generally include student's parent/guardian and at least one of the student's general education teachers; and, may include: other teachers, individuals who can interpret the instructional implications of the assessment results, SST members, counselors, related service providers, the student, other school staff and administrators, and individuals who have knowledge or special expertise regarding the student. The determination of whether an

individual has knowledge or special expertise regarding the pupil shall be made by the party who invites the individual to be a member of the Section 504 Service Plan Team.

6. The Section 504 Service Plan Team, in deciding whether a student is eligible for a Section 504 Service Plan, will collect and carefully interpret evaluation data and in making a placement decision, the team will draw upon information from a variety of sources, including, but not limited to, observations, testing, reports, Elite evaluations, private reports, medical records, letters from doctors, health care plans, school records, school administration, school counselors, teachers, and paraprofessionals that work with the student, the parent/guardian, and when appropriate, the student.

7. No final determination of whether the student is disabled student within the meaning of Section 504 will be made without first inviting the parent/guardian of the student to participate in a Section 504 Service Plan Team meeting concerning such determination. The parent/guardian will receive reasonable notice of Section 504 Service Plan Team meeting.

8. If the Section 504 Service Plan Team finds the student ineligible under Section 504, this decision shall be documented in writing, at which time the parent/guardian shall be provided with a copy of Elite's Section 504 Notice of Parent/Guardian Rights and Procedural Safeguards, including the right to an impartial hearing.

9. For students who are determined, through the evaluation process, to be eligible under Section 504, the Section 504 Service Plan Team shall develop a Section 504 Service Plan.

10. The Section 504 Service Plan will describe the student's disability, general or special education, related aids and/or services that are needed in order to provide the student with a FAPE, and how they will be provided to the student and by whom.

11. A copy of the Section 504 Service Plan shall be maintained in the student's cumulative file, or in another confidential file. All school staff who work with the student shall be informed of the elements of the Section 504 Service Plan.

12. The parent/guardian must consent to the student's initial Section 504 Service Plan prior to the implementation of the plan; however, they do not need to consent to future changes in services in order for those changes to take place. Students who are eligible under Section 504 do not have a right to stay put in cases when a dispute arises.

13. A student with a disability shall be placed in a general education environment of Elite, unless the Section 504 Service Plan Team determines that his/her education in such a placement cannot be achieved satisfactorily with the use of supplementary aids and services. The student with a disability shall be educated with non-disabled students to the maximum extent appropriate.

14. The parent/guardian shall be notified in writing of the final decision concerning the placement, services, and accommodations and/or modifications to be provided, if any, and of his/her parent/guardian rights and procedural safeguards pursuant to Section 504, including the right to an impartial hearing.

REVIEW OF STUDENT PROGRESS

1. The Section 504 Service Plan Team will meet annually to review the progress of students with disabilities and the effectiveness of the student's Section 504 Service Plan to determine whether services are appropriate, and that the needs of students with disabilities are being met as adequately as the needs of nondisabled students.

2. Should a parent/guardian request a Section 504 meeting, Elite will convene it within a reasonable time period of the receipt of the request.

3. The Section 504 Service Plan Team may also determine that the student no longer has a mental or physical impairment that substantially limits a major life activity. If the Section 504 Service Plan Team so determines, the Section 504 Service Plan will state the basis for the team's decision.

4. If a student is also found eligible under the IDEA, then the Section 504 Service Plan may be replaced by an IEP consistent with applicable laws and procedures.

DISCIPLINE

In disciplinary situations, students who have a Section 504 Service Plan may be suspended or placed in an alternative interim setting to the same extent these options would be used for children without disabilities. School personnel may also consider any unique circumstances on a case-by-case basis when determining whether a change in placement (in this context a disciplinary removal) is appropriate for a child with a disability who violates a code of student conduct. This change of placement may be to an appropriate interim alternative education setting, another setting, or suspension for not more than ten (10) school days.

When a student with a disability is removed from his/her current placement in the same school year for more than ten (10) cumulative school days that amounts to a change of placement, or more than ten (10) consecutive school days, the student is entitled to a manifestation determination meeting within ten (10) school days of Elite's decision to change the student's placement. The student's parent/guardian must be invited to participate as a member of this manifestation determination meeting. At this meeting, the team will determine (based upon a review of all relevant information in the student's cumulative and Section 504 Service Plan files, the student's Section 504 Service Plan, any teacher observations, and any relevant information provided by the parent/guardian) whether the student's alleged behavior was a manifestation of his/her disability by answering the inquiry required by the IDEA. Presently, the questions are:

- Whether the conduct in question was caused by, or had a direct and substantial relationship to the student's disability; or,

- Whether the conduct in question was the direct result of Elite's failure to implement the student's current Section 504 Service Plan.

If the team answers yes to either question, the alleged misconduct shall be determined to be a manifestation of the student's disability and Elite may not take disciplinary action against the student. However, if the team answers no to both questions, the alleged misconduct shall be

determined not to be a manifestation of the student's disability and Elite may take disciplinary action against the student, such as expulsion, in the same manner as it would with a child without disabilities. If the student's behavior is determined to be a manifestation of his or her disability, Elite must conduct a functional behavior assessment and implement a behavioral intervention plan ("BIP") for the student. If a BIP has already been developed, Elite will review the plan and modify it as necessary to address the behavior in question. However, regardless of whether a student's behavior was a manifestation of the student's disability, Elite may determine, following assessment, that a change of placement is appropriate for the student. Elite may proceed with this change of placement following notice to the parents; consent is not required for a change of placement pursuant to Section 504.

PROCEDURAL SAFEGUARDS

1. The parent/guardian shall be notified in writing of all actions regarding the identification, evaluation, and educational placement of a student who, because of a disability, needs, or is believed to need, special instruction or related services pursuant to Section 504. Notifications will include a statement of parent/guardian rights to:

   a. Examine relevant records;

   b. Have an impartial hearing with opportunity for participation by the parent/guardian and his/her counsel; and

   c. Have a review procedure.

2. Notifications shall also set forth the procedure for requesting an impartial hearing. Requests shall be made to Elite's Academy Director.

3. If a parent/guardian disagrees with the identification, evaluation or placement of a student with disabilities under Section 504, he/she may initiate the following procedures. The parent/guardian is encouraged to utilize Level One and Level Two, but he/she may proceed directly to Level Three if he/she so chooses.

   LEVEL ONE: Within 20 school days, parent/guardian shall submit in writing his/her disagreement and request that the directors and school committee review the plan in an attempt to resolve the disagreement. This review shall be held within 20 school days of receiving the request. The parent/guardian shall be invited to attend the meeting at which the review is conducted. This time frame may be extended by mutual agreement of the parties.

   LEVEL TWO: If disagreement continues, the parent/guardian may request, in writing, a meeting with the Chief Academic Officer, or designee for Elite:

   Ms. Meghan Freeman
   mfreeman@eliteacademic.com
   866-354-8302 ex 703

This meeting shall be held within 20 school days after receiving the parent/guardian's request and the parent/guardian shall be invited to meet with Elite's Academy Director to discuss the review.

LEVEL THREE: If the disagreement is not resolved, or upon initial request, an impartial due process hearing may be requested in writing by the student's parent/guardian ("Section 504 due process hearing"). The proceedings will be presided over and decided by an impartial hearing officer.

Impartial hearing officer means a person selected by Elite to preside at the Section 504 due process hearing to assure that proper procedures are followed and to assure the protection of the rights of both parties. Elite's Chief Academic Officer shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 due process hearings. To ensure impartiality of the hearing officer, the hearing officer shall not be employed by or under contract with Elite in any capacity other than that of a hearing officer and the hearing officer shall not have any professional or personal involvement that would affect his or her objectivity or impartiality.

The steps involved in initiating and implementing a Section 504 due process hearing are as follows:

a. The parent/guardian shall have the right to an impartial hearing with an opportunity for participation by the parent/guardian and representation by counsel.

b. A request in writing for a Section 504 due process hearing must be filed in the office of the Chief Academic Officer

Ms. Meghan Freeman
mfreeman@eliteacademic.com
866-354-8302 ex 703

c. A request for a Section 504 due process hearing must be in writing and received by Chief Academic Officer within one-hundred, eighty (180) days from the time the parent/guardian received written notice of the decision leading to the request for such hearing. Upon receipt of such a request from the parent/guardian, Elite may schedule a Section 504 Service Plan Team meeting and make relevant personnel available within a reasonable time period. A parent/guardian making an oral request may be assisted by Elite in making a written request.

d. A request for a Section 504 due process hearing shall contain the following:

    i. A statement requesting a hearing;

    ii. The specific nature of the decision(s) made by Elite and/or the Section 504 Service Plan Team with which the parent/guardian disagrees;

    iii. The specific relief the parent/guardian seeks; and

iv. Any other information the parent/guardian believes will assist in understanding the request.

e. Within 20 school days following receipt of a written request for hearing, Elite's Chief Academic Officer will select an impartial hearing officer.

f. A hearing officer selected by Elite must satisfy the following requirements:

i. Be qualified to review Elite's decisions relating to Section 504;

ii. Not be an employee of, or under contract with, Elite in any capacity other than that of a hearing officer at the time of the due process hearing; and

iii. Not have any professional or personal involvement that would affect his or her impartiality or objectivity in the matter.

g. Hearing notifications shall be given to the parent/guardian at least fourteen (14) calendar days prior to the date set for the hearing. The notice shall contain a statement regarding the time and place for the hearing as well as the name of the hearing officer. This notice shall be accompanied by a copy of Elite's notice of parent/guardian rights and procedural safeguards pursuant to Section 504.

h. Within forty-five (45) school days of receipt of the parent/guardian's request for a Section 504 due process hearing, the hearing shall be conducted, and a written decision shall be mailed to all parties. This time frame may be extended by mutual written agreement of the parties.

i. A party to the hearing shall be afforded the following rights:

i. Be accompanied and advised by counsel and by individuals with special knowledge or training relating to the problems of students who have a disability within the meaning of Section 504;

ii. Present evidence, written and oral;

iii. Question and cross-examine witnesses; and

iv. Receive written findings of fact, conclusions of law, and a decision prepared by the hearing officer.

In cases where foreign language translation is necessary, a translator shall be provided by Elite. This translator may be a current Elite.

j. Either party may seek review of the hearing officer's decision by timely filing with a court of competent jurisdiction.

k. All written correspondence shall be provided in English and/or translated into the primary language of the home at the request of the parent/guardian. If translation of written correspondence is requested, Elite shall be provide said translation within a

reasonable time period of the receipt of parent/guardian's request for translation of written correspondence.

Should you have any concerns or questions about your parent/guardian rights and/or procedural safeguards pursuant to Section 504, you may contact Elite's Chief Academic Officer at:

Ms. Meghan Freeman
mfreeman@eliteacademic.com
866-354-8302 ex 703

ELITE ACADEMIC ACADEMY
Section 504 Service Plan

ID#_____ Student:_____ DOB:_____ Grade:_____

Parent/Guardian_____ Home Telephone (____) _____

Mother's Work/Cell Telephone (____) _____ Father's Work/Cell Telephone (____) _____

Address_____ Zip Code _____

Purpose of meeting: (check all that apply) ☐ Eligibility ☐ Develop Section 504 Service Plan ☐ Annual Review
☐ Other_____

Current School of Attendance_____ Originator_____

1. Describe the nature of the concern:_____

2. Describe the mental and/or physical impairment (e.g. identified disability): _____

3. Describe the major life activity/ies: _____

4. Describe how the mental and/or physical impairment does or does not limit substantially one or more major life activities: _____

SUMMARY OF FINDINGS:

The Section 504 Service Plan Team's review of relevant information and eligibility criteria indicates:

☐ **Student is not eligible** for a Section 504 Service Plan and will continue to receive general education resources and programs.
☐ **Student is eligible** for a Section 504 Service Plan.
☐ **Student remains eligible** under Section 504 and will receive an updated 504 Service Plan.

☐ **Student is no longer eligible** for Section 504 and is exited from the program. The student will now receive only general education resources.

Describe the basis for the Section 504 Service Plan Team's eligibility determination here: _____

_____

_____

MEDICATION

Name of physician: _____ **Telephone:** _____

Medication(s): _____ **Schedule:** _____

_____

Monitoring/Administration of medication(s): _____**Daily** _____**Weekly** _____ **On an as needed basis**

Administered by: _____

☐ **Additional services** _____

ELITE ACADEMIC ACADEMY
Section 504 Service Plan
Page 2 of 3
DESCRIBE IDENTIFIED SUPPORTS AND SERVICES TO BE PROVIDED TO THE STUDENT

CLASSROOM SUPPORT	INSTRUCTIONAL SUPPORT	LESSON PRESENTATION	ASSIGNMENTS

TEST TAKING	ORGANIZATION	BEHAVIORS	INTEGRATED SUPPORT SERVICES

NURSING CONSIDERATIONS	SPECIAL CONSIDERATIONS	RECOMMENDED SERVICES/ ACCOMMODATIONS FROM PARENT	STUDENT RESPONSIBILITY

Student Name: **date:**

PARTICIPANTS' SIGNATURES

Parent: _____ **date** _____

Parent: _____ **date** _____

Administrator/Designee: _____ **date** _____

Section 504 Academy Chairperson: _____ **date** _____

Counselor: _____ **date** _____

School Psychologist: _____ **date** _____

Nurse: _____ **date** _____

Teacher: _____ **date** _____

Teacher: _____ **date** _____

Teacher: _____ **date** _____

Other ( ): _____ **date** _____

Other ( ): _____ **date** _____

Other ( ): _____ **date** _____

☐ *I understand that the Section 504 Service Plan Team has determined that my child is a student with a disability that substantially limits a major life activity, and that the Team has developed this Section 504 Plan to assist my child. I agree to the contents of this plan.*

☐ *I understand that my child is not disabled within the meaning of Section 504 and does not require a Section 504 Service Plan at this time.*

☐ *I disagree with the above recommended Section 504 Plan.*

☐ *I disagree with the decision that my child is not disabled within the meaning of Section 504.*

☐ *I hereby acknowledge having received a copy of Elite's* Section 504 Notice of Parent/Guardian Rights *and Procedural Safeguards.*

Parent/guardian signature: _____ **date** _____

Student: _____ **date** _____

Expiration/review date: _____

Student Name: _____ **date:** _____

ELITE ACADEMIC ACADEMY

Section 504 Accommodation/Modification/Service Help Sheet

INSTRUCTIONAL SUPPORT

- ☐ assign a study partner/peer tutoring
- ☐ pair students to check work
- ☐ provide modified and/or supplementary materials
- ☐ allow audio, visual or computer equipment to be used
- ☐ allow student to tape record lessons
- ☐ have student review key points orally
- ☐ provide peer note taker
- ☐ additional services_____

LESSON PRESENTATION

- ☐ write key points on the board
- ☐ make sure directions are understood
- ☐ include a variety of activities during each lesson instruction
- ☐ break long presentations into shorter segments modes
- ☐ provide visual aids
- ☐ provide a written outline
- ☐ use computer-assisted
- ☐ teach through multi-sensory
- ☐ additional services_____

ASSIGNMENTS

- ☐ give extra time to complete assignments
- ☐ allow student to tape record assignments/homework
- ☐ allow typewritten or computer printed assignments
- ☐ shorten assignments/break work into smaller segments
- ☐ reduce the reading level of the assignments
- ☐ require fewer correct responses to achieve grade time
- ☐ provide study skills training/learning strategies written form
- ☐ shorten assignments
- ☐ reduce homework assignments
- ☐ not grading handwriting
- ☐ simplify complex directions
- ☐ use self-monitoring devices
- ☐ hand worksheets out one at a
- ☐ provide structured routine in
- ☐ additional services_____

TEST TAKING

- ☐ allow open book exams
- ☐ allow extra time for exam
- ☐ allow student to give test answers on tape recorder
- ☐ give frequent short quizzes, not long exams essays)
- ☐ give exams orally
- ☐ read test items to student
- ☐ give take home tests
- ☐ use more objective items (fewer
- ☐ additional services_____

ORGANIZATION

- ☐ provide peer assistance with organizational skills
- ☐ allow student an extra set of books for home
- ☐ send weekly progress reports home (counselor)
- ☐ develop a reward system for in-school work and homework completion
- ☐ assign a volunteer homework buddy
- ☐ provide student with a homework assignment notebook
- ☐ additional services_____

BEHAVIORS

- ☐ praise specific positive behaviors
- ☐ allow for short breaks between assignments
- ☐ consistently provide consequences
- ☐ cue student to stay on task (nonverbal signal)
- ☐ mark student's correct answers, not his/her mistakes
- ☐ use self-monitoring strategies
- ☐ keep classroom rules simple and clear
- ☐ give extra privileges and rewards
- ☐ allow legitimate movement
- ☐ form a behavior contract with the student
- ☐ implement a classroom behavior management system
- ☐ allow student time out of seat to run errands, etc.
- ☐ increase the immediacy of rewards
- ☐ implement time-out procedure
- ☐ ignore inappropriate behaviors, not drastically outside classroom limits
- ☐ additional services_____

INTEGRATED SUPPORT SERVICES

- ☐ provide peer resource services
- ☐ assistance
- ☐ listening
- ☐ tutoring
- ☐ buddy systems
- ☐ provide instruction to assist with disabling condition (skills)
- ☐ refer to Healthy Start Services
- ☐ provide school counseling
- ☐ provide student support groups
- ☐ provide adult mentorship
- ☐ refer to twelve-step groups
- ☐ refer to community agency treatment support groups
- ☐ refer to parent/family support groups
- ☐ additional services_____

NURSING CONSIDERATIONS

- ☐ provide toileting hygiene services
- ☐ provide rest periods periods
- ☐ provide instruction re: disabling conditions
- ☐ provide wheel chair services
- ☐ provide late passes for passing
- ☐ address dietary concerns
- ☐ additional services_____

SPECIAL CONSIDERATIONS

- ☐ monitor student closely on field trip
- ☐ inservice teacher(s) on student's disability
- ☐ provide individualized instruction placement
- ☐ reduce school day
- ☐ provide group/individual counseling re:_____
- ☐ develop intervention strategies for transitional periods (e.g., cafeteria, physical ed, toilet assistance, etc.)
- ☐ additional services_____
- ☐ alert bus driver of 504 disability
- ☐ provide bus transportation
- ☐ provide alternative education
- ☐ exempt student from standardized tests

Section 504 Accommodation/Modification/Service Help Sheet

RECOMMENDED SERVICES/ACCOMMODATIONS BY PARENT

- ☐ provide a quiet study area
- ☐ enforce a consistent study time
- ☐ communicate concern(s) to teacher/counselor daily/weekly
- ☐ initial assignment notebook
- ☐ attend parent education/skills training re: child's condition
- ☐ use behavior contract
- ☐ call teacher(s) every _____ for feedback
- ☐ attend a parent support group
- ☐ break homework into smaller parts and provide frequent breaks
- ☐ seek community agency involvement
- ☐ get feedback from teacher(s)/counselor to give to physician for check-ups
- ☐ inform teacher(s)/counselor of medication changes
- ☐ supply school with medication and necessary medical forms and medical follow-up
- ☐ provide daily consequences for bringing completed/incomplete assignment notebook/progress report home
- ☐ provide reward for appropriate behavior and/or completion of satisfactory in-class or homework assignments
- ☐ additional services_____

_____

STUDENT RESPONSIBILITY

- ☐ complete assignment notebook and get teacher(s) initial(s)
- ☐ set deadlines for work completion
- ☐ take medications as prescribed
- ☐ prioritize assignments
- ☐ come to class with books, pencils, and paper
- ☐ estimate time needed to complete work
- ☐ complete assigned work
- ☐ reward yourself for _____
- ☐ request assistance when needed
- ☐ learn how your condition effects you
- ☐ take needed materials home to complete work
- ☐ attend tutoring sessions
- ☐ ask coach to help you organize _____
- ☐ break assignments into smaller parts
- ☐ seek encouragement from trusted adult for
- ☐ use self-monitoring strategies
- ☐ join a homework club
- ☐ behavior modifications
- ☐ tell your teacher(s) how they can help you
- ☐ attend support group
- ☐ additional services_____

_____

ELITE ACADEMIC ACADEMY

NOTIFICATION TO SCHOOL PERSONNEL OF STUDENT SECTION 504 SERVICE PLAN

SCHOOL_____

On_____it was determined that_____Grade:_____
(Date) (Student's name)

qualifies for services under Section 504 of the Rehabilitation Act. The Section 504 Service Plan Team has determined that the attached services will be implemented.

Please make note of these services and implement them in your contact with the student as required. If you have questions regarding these services, please contact:

_____(Section 504 Service Plan Academy Director)

Please sign acknowledgement below and return this form no later than

_____
(Date)

Staff personnel completes below:

I acknowledge receipt of the accommodation plan for _____
(Student's name)
and understand I must implement the services as required that have been determined by the Section 504 Service Plan Team.

Signature_____Title_____

Date_____

SITE COORDINATOR MUST ATTACH A COPY OF THIS LETTER TO THE SECTION 504 SERVICE PLAN FOR EACH TEACHER.

ELITE ACADEMIC ACADEMY
A Tuition-Free Charter School

SECTION 504 HEARING REQUEST

☐ **Level I** ☐ **Level II** ☐ **Level III**

Requesting person_____ Telephone (home)_____
(Parent/Guardian) (work/cell)_____

Address_____

Explain the specific nature and date of the decision with which you disagree: _____

_____

_____

_____

_____

Explain the specific relief you are seeking: _____

_____

_____

_____

_____

Any other information you believe to be pertinent: _____

_____

_____

_____

_____

_____ _____
Signature of Parent/Guardian Date

_____ _____
Received by (Print name) Date received by Elite Academic Academy

ELITE ACADEMIC ACADEMY
SECTION 504
PRIOR WRITTEN NOTICE

Provided to parent/guardian prior to Elite Academic Academy's ("Elite") initiation or refusal regarding change of identification, evaluation educational placement, or provisions of free appropriate public education under Section 504

Student Name: _____ DOB: _____ Date:
This notice is to inform the parent(s) of the above-named student regarding Elite's:

Proposal to initiate or change the:
☐ Identification ☐ Evaluation ☐ Educational Placement
☐ Provision of a free appropriate public education to your child under Section 504 of the Rehabilitation Act of 1973

This notice includes a description of the proposed action, an explanation of why Elite proposed to take this action, a description of any other options considered and the reasons why those options were rejected, and other factors that are relevant in this proposal. Your written permission must be given before we assess your child to determine eligibility. You have the right to be familiar with the assessment procedures and type of tests that may be given to your child. After the assessment is completed, you will be notified in writing of a meeting to discuss the results of the evaluation and to make recommendations discussed at this meeting without your written consent.

If your child is found eligible for a Section 504 Service Plan, a full range of program options will be discussed.

Refusal of your request to initiate or change the:
☐ Identification ☐ Evaluation ☐ Educational Placement ☐ The provision of a free appropriate public education to your child

This notice includes a description of actions being refused, an explanation of why Elite refused to take this action, a description of any other options that were considered and the reasons why those options were rejected, and other factors that are relevant to this refusal.

(If additional space is needed, please attach additional page(s).)

Description of the proposed or refused action:
Reason(s) for the proposed or refused action:
Description of evaluation procedures, tests, records, or reports used in deciding to propose or refuse this action:
Description of other options considered and reasons for rejecting them:

Other factors relevant to the proposal or refusal:

You have protections under state and federal procedural safeguard provisions. Please refer to the attached Elite's Section 504 Notice of Parent/Guardian Rights and Procedural Safeguards for an explanation of these rights. If you would like further information about your rights or the proposed action and/or referral, please contact:

Name	Position	Phone	E-mail Address

ELITE ACADEMIC ACADEMY
SECTION 504
MANIFESTATION DETERMINATION

ID#_____Student:_____DOB:_____Grade:_____

Parent/Guardian_____Home Telephone (___)_____

Mother's Work/Cell Telephone (___)_____

Father's Work/Cell Telephone (___)_____

Address_____Zip Code_____

School:_____Teacher:_____

Reason for Referral of Suspension:

Manifestation Determination:

1. Was the alleged misconduct caused by, or did it have a direct and substantial relationship to, the pupil's identified disability?

☐ Yes ☐ No

2. Was the alleged misconduct the direct result of Elite's failure to implement the Section 504 Service Plan?

☐ Yes ☐ No

3. Summarize the basis for the determination: _____
_____
_____
_____

Section 504 Service Plan Team:

Parent: _____ date _____

Administrator/Designee: _____ date _____

Section 504 Site Chairperson: _____date _____

Counselor: _____ date_____

School Psychologist: _____ date_____

Nurse: _____ date_____

Teacher: _____ date_____

Teacher: _____ date_____

Other ( ): _____ date_____

I have been informed of and agree with the above.

Parent Signature: _____ date_____

ELITE ACADEMIC ACADEMY
SECTION 504
DISCHARGE FORM

Student:_____ Date:_____

School: _____

On this date, the Section 504 Service Plan Team determined that student _____ no longer requires or is eligible for services under the provisions of Section 504, effective this date.

Describe the basis for determining that this student no longer requires or is eligible for a Section 504 Service Plan (attach relevant assessment information):

_____

_____

_____

_____

_____

_____

_____

Section 504 Service Plan Team Signatures

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

IDENTIFICATION AND EDUCATION UNDER SECTION 504

Elite Academic Academy's ("Elite") Board of Directors recognizes the need to identify and evaluate children with disabilities in order to provide them with the services required by law.

Elite shall provide a free appropriate public education to students who "reside" within Elite and who are classified as disabled under Section 504 of the Federal Rehabilitation Act of 1973. Such students shall receive regular or special education and related aids and services designed to meet their individual educational needs as adequately as the needs of nondisabled students are met. (34 CFR 104.33)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0430 - Comprehensive Local Plan for Special Education)
(cf. 5141.24 - Administering Medication and Monitoring Health Conditions)
(cf. 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities)
(cf. 6164.4 – Identification and Evaluation of Individuals for Special Education)

Legal Reference: (See next page)

IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)

Legal Reference:

EDUCATION CODE
49423.5 Specialized physical health care services
CODE OF REGULATIONS, TITLE 5
3051.12 Health and Nursing Services
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act of 1974
1400 -1482 Individuals with Disabilities Education Act
UNITED STATES CODE, TITLE 29
794 Rehabilitation Act of 1973, Section 504
CODE OF FEDERAL REGULATIONS, TITLE 34
104.1 - 104.61 Nondiscrimination on the basis of handicap, especially:
104.1 Purpose
104.3 Definitions
104.33 Free appropriate public education
104.35 Evaluation and placement
104.36 Procedural safeguards
COURT DECISIONS
Christopher S. v. Stanislaus County Office of Education, (2004) 384 F.3d 1205

Management Resources:

CSBA PUBLICATIONS
Rights of Students with Diabetes Under IDEA and Section 504, Policy Brief, November 2007
CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES
Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007
U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Free Appropriate Public Education for Students with Disabilities: Requirements under Section 504 of the Rehabilitation Act of 1973, September 2007
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education, Office for Civil Rights:
http://www.ed.gov/about/offices/list/ocr/index.html?src=mr

Policy approved: **ELITE ACADEMIC ACADEMY**

IDENTIFICATION AND EDUCATION UNDER SECTION 504

Definitions

Free appropriate public education (FAPE) under Section 504 of the Rehabilitation Act of 1973 means the provision of either regular or special education and related aids and services, designed to meet the student's individual educational needs as adequately as the needs of nondisabled students are met. (34 CFR 104.33)

Eligibility

Eligibility to receive FAPE under Section 504 means a student has a physical or mental impairment which substantially limits one or more major life activities. (34 CFR 104.3)

Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working. (34 CFR 104.3)

Physical or mental impairment means any of the following:

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive system;

2. Any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities. (34 CFR 104.3)

Referral, Identification, and Evaluation

1. Any student may be referred by a parent/guardian, teacher, other school employee, or community agency for consideration of eligibility as a disabled student under Section 504. This referral should be made to the school's Section 504 site chairperson.

2. Upon receipt of a referral for eligibility, the student success team (SST) or Section 504 Service Plan Team shall consider the referral and determine whether an evaluation is appropriate. This determination shall be based on a review of the student's school records, including academic and nonacademic areas of the school program; consultation with the student's teacher(s), other professionals, and the parent/guardian, as appropriate; and analysis of the student's needs.

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If it is determined that an evaluation is unnecessary, Elite shall inform the parents/guardians in writing of this decision and of the procedural safeguards, as described in the "Procedural Safeguards" section below.

3. If it is determined that a student needs or is believed to need special education or related services under Section 504, Elite shall conduct an evaluation of the student prior to initial placement and before any subsequent significant change in placement. (34 CFR 104.35)

   Prior to conducting an initial evaluation of a student for eligibility under Section 504, Elite shall obtain written parent/guardian consent.

   Elite's evaluation procedures shall ensure that tests and other evaluation materials: (34 CFR 104.35)

   a. Have been validated and are administered by trained personnel in conformance with the instruction provided by the test publishers;

   b. Are tailored to assess specific areas of educational need and are not based solely on a single IQ score; and

   c. Reflect aptitude or achievement or whatever else the tests purport to measure and do not reflect the student's impaired sensory, manual, or speaking skills unless the test is designed to measure these particular deficits.

Section 504 Service Plan and Placement

1. A multi-disciplinary Section 504 Service Plan Team shall be convened to review the evaluation data in order to make placement decisions.

   The Section 504 Service Plan Team shall consist of a group of persons knowledgeable about the student, the meaning of the evaluation data, and the placement options. (34 CFR 104.35)

   In interpreting evaluation data and making placement decisions, the team shall draw upon information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background, and adaptive behavior. The team shall also ensure that information obtained from all such sources is documented and carefully considered and that the placement decision is made in conformity with 34 CFR 104.34. (34 CFR 104.35)

2. If, upon evaluation, a student is determined to be eligible for services under

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Section 504, the team shall meet to develop a written 504 service plan which shall specify the types of regular or special education services, accommodations, and supplementary aids and services necessary to ensure that the student receives FAPE.

The parents/guardians shall be invited to participate in the meeting and shall be given an opportunity to examine all relevant records.

3. If the Section 504 Service Plan Team determines that no services are necessary for the student, the record of the team's meeting shall reflect whether or not the student has been identified as a disabled person under Section 504 and shall state the basis for the decision that no special services are presently needed. The student's parent/guardian shall be informed in writing of his/her rights and procedural safeguards, as described in the "Procedural Safeguards" section below.

4. The student shall be placed in the regular educational environment, unless Elite can demonstrate that the education of the student in the regular environment with the use of supplementary aids and services cannot be achieved satisfactorily. The student shall be educated with those who are not disabled to the maximum extent appropriate to his/her individual needs. (34 CFR 104.34)

5. Elite shall complete the identification, evaluation, and placement process within a reasonable time frame.

6. A copy of the student's Section 504 Service Plan shall be kept in his/her student record. The student's teacher(s) and any other staff who provide services to the student shall be informed of the plan's requirements.

Review and Reevaluation

1. The Section 504 Service Plan Team shall monitor the progress of the disabled student and the effectiveness of the student's Section 504 Service Plan to determine whether the services are appropriate and necessary and whether the student's needs are being met as adequately as the needs of nondisabled students. The team shall review the student's plan annually. In addition, the student's eligibility under Section 504 shall be reevaluated at least once every three years.

2. A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement. (34 CFR 104.35)

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Procedural Safeguards

Parents/guardians shall be notified in writing of all of Elite's decisions regarding the identification, evaluation, or educational placement of students with disabilities or suspected disabilities. Notifications shall include a statement of their right to: (34 CFR 104.36)

1. Examine relevant records;

2. Have an impartial hearing with an opportunity for participation by the parents/guardians and their counsel; and

3. Have a review procedure.

If a parent/guardian disagrees with the decisions regarding the identification, evaluation, or educational placement of his/her child under Section 504, he/she may initiate the following procedures. The parent/guardian is encouraged to utilize levels one and two, but he/she can proceed directly to level three if he/she so chooses.

1. LEVEL ONE: Within 20 school days, parent/guardian shall submit in writing his/her disagreement and request that the principal and school committee review the plan in an attempt to resolve the disagreement. This review shall be held within 20 school days of receiving the request. The parent/guardian shall be invited to attend the meeting at which the review is conducted. This time frame may be extended by mutual agreement of the parties.

2. LEVEL TWO: If disagreement continues, the parent/guardian may request, in writing, a meeting with the Section 504 Coordinator for Elite:

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   866-354-8302 ex 703

   This meeting shall be held within 20 school days after receiving the parent/guardian's request and the parent/guardian shall be invited to meet with the Elite's Section 504 Coordinator to discuss the review.

3. LEVEL THREE: If the disagreement is not resolved, or upon initial request, a due process hearing may be requested in writing by the student's parent/guardian. The proceedings will be presided over and decided by an impartial hearing officer.

Impartial hearing officer means a person selected by Elite to preside at a due process hearing to assure that proper procedures are followed and to assure the protection of the rights of both parties. Elite's Section 504 Coordinator shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality of the hearing officer, the hearing

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officer shall not be employed by or under contract with Elite in any capacity other than that of hearing officer and the hearing officer shall not have any professional or personal involvement that would affect his or her objectivity or impartiality in the matter.

The steps involved in initiating and implementing a Section 504 impartial hearing are as follows:

a. The parent/guardian shall have the right to an impartial hearing with an opportunity for participation by the parent/guardian and representation by counsel.

b. A request, in writing, for a Section 504 due process hearing must be filed in the office of the Section 504 Coordinator for Elite.

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c. A request for a Section 504 due process hearing must be in writing and received by Elite within one-hundred, eighty (180) days from the time the parent/guardian received written notice of the decision leading to the request for such hearing. Upon receipt of such a request from the parent/guardian, Elite may schedule a Section 504 Service Plan Team meeting, and make relevant personnel available within a reasonable time period. A parent/guardian making an oral request may be assisted by Elite in making a written request.

d. A request for a Section 504 due process hearing shall contain the following:

   i. A statement requesting a hearing;

   ii. The specific nature of the decision(s) made by Elite and/or the Section 504 Service Plan Team with which the parent/guardian disagrees;

   iii. The specific relief the parent/guardian seeks; and

   iv. Any other information the parent/guardian believes will assist in understanding the request

e. Within 20 school days following receipt of a written request for hearing, Elite's Section 504 Coordinator will select an impartial hearing officer.

f. A hearing officer selected by Elite must satisfy the following requirements:

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i. Be qualified to review Elite's decisions relating to Section 504;

ii. Not be an employee of, or under contract with, Elite in any capacity other than that of a hearing officer at the time of the due process hearing; and

iii. Not have any professional or personal involvement that would affect his or her impartiality or objectivity in the matter.

g. Hearing notifications shall be given to the parent/guardian at least fourteen (14) calendar days prior to the date set for the hearing. The notice shall contain a statement regarding the time and place for the hearing as well as the name of the hearing officer. This notice shall be accompanied by a copy of Elite's notice of parent/guardian rights and procedural safeguards pursuant to Section 504.

h. Within forty-five (45) school days of receipt of the parent/guardian's request for a Section 504 due process hearing, the hearing shall be conducted, and a written decision shall be mailed to all parties. This time frame may be extended by mutual written agreement of the parties.

i. A party to the hearing shall be afforded the following rights:

i. Be accompanied and advised by counsel and by individuals with special knowledge or training relating to the problems of students who have a disability within the meaning of Section 504;

ii. Present evidence, written and oral;

iii. Question and cross-examine witnesses; and

iv. Receive written findings by the hearing officer.

In cases where foreign language translation is necessary, a translator shall be provided by Elite. This translator may be a current Elite employee.

j. Either party may seek review of the hearing officer's decision by timely filing with a court of competent jurisdiction.

k. All written correspondence shall be provided in English and/or translated into the primary language of the home at the request of the parent/guardian. If translation of written correspondence is requested, Elite shall be provided said translation within a reasonable time period of the receipt of parent/guardian's request for translation of written correspondence.

IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)

Notifications

The Chief Executive Officer or designee shall ensure that Elite has taken appropriate steps to notify students and parents/guardians of Elite's duty under Section 504. (34 CFR 104.32)