

# PERSONNEL HANDBOOK



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## Welcome

### ***About Us***

After 23 years with Educational Testing Service, Judi Robinovitz, the founding owner of Score At The Top Learning Centers and Schools and a Certified Educational Planner, began providing private academic support, test preparation and college counseling services to high-school students in her NJ home. In 1992, Robinovitz moved to Florida and subsequently opened her first physical learning center in Vero Beach. Four years later, she launched her second center in Boca Raton. In July of 2002, she opened her third center in Palm Beach Gardens. Robinovitz sold the original Center in Vero Beach in May of 2003 in order to more fully develop the Center in Palm Beach Gardens, and later that summer, she capitalized on the increasing demand for tutoring services from families in nearby Wellington and established a center there. The center in Coral Springs opened at the start of the 2007-2008 school year. In 2010, a satellite center was opened in Weston.

Working in the field of education since 1967, Robinovitz specializes in test preparation and educational planning for college, traditional and special-needs boarding schools, local public and private schools, and graduate school. During her tenure at ETS, Robinovitz consulted to the College Board, the GRE Board, and the Law School Admission Council. She wrote the College Board's original SAT-prep software and strategy chapters of their first SAT-prep books. She developed the Law School Credential Assembly Service, the clearinghouse for law-school applications, which is still in use today. She is the author of numerous articles, books, and software on test prep and college planning. Robinovitz is a featured speaker at national conferences and local schools, churches, and synagogues. To keep pace with current educational offerings and trends, she visits and reviews dozens of schools and colleges each year. She is an active member of the National Association for College Admission Counseling and the Independent Educational Consultants Association. Robinovitz studied math and computer science at the University of Connecticut, Rutgers, and Harvard. She earned her undergraduate and graduate degrees with highest honors and is a member of Phi Beta Kappa.



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## Our Philosophy

**Vision:** To be the “Learning Environment of Choice”

**Mission:** To provide expert support and guidance to students, inspiring their intellectual curiosity, and motivating them to academic success

**Core Values:** We believe that it is important:

1. To provide expert tutoring and teaching
2. To help students set and reach educational goals
3. To create mentoring relationships with students that inspire learning
4. To collaborate with parents in promoting their children’s success
5. To identify extracurricular opportunities for students that enrich their lives
6. To continually assess staff and ensure their professional growth and ability to motivate students
7. To remain focused on the continuous improvement of our quality educational services

**Expectations for Students’ Success:**

1. Improvement in students’ academic performance and motivation
2. Significant score gains on standardized admission tests
3. Seizing opportunities for enrichment
4. Achieving feelings of accomplishment
5. Acceptances by students’ top-choice schools and colleges



## General Information

### ***At-Will Employment***

- All employees/contractors of Score At The Top Boca, LLC (dba Score At The Top Learning Centers and Schools) are employed on an "at-will" basis. This means employees/contractors have the right to terminate their employment at any time, for any reason, and the Company can also terminate the employment at any time with or without cause and with or without notice. For the sake of our students, we ask that an employee/contractor give at least two weeks' notice to minimize disruption. This Handbook does not constitute a contract between the Company and the employee/contractor. All policy statements, procedures, manuals or documents, as well as statements by an employee/contractor or representative shall not in any way modify this at-will status.
- We reserve the right to request a background check and/or drug screening for any employee/contractor.
- All employees/contractors are required to sign a non-compete/non-interference agreement when they are hired, and such agreement will be renewed annually.

### ***Hours of Operation***

- Our facility is "open" 7 days/week, all day and evening, including both secular and religious holidays. You will be given a key in the event that a classroom or tutoring session is scheduled outside traditional business hours.
- Appointments are scheduled by the Head of School/Center Director and their administrative staff.
- The word "session" is used throughout this Handbook to refer to tutoring and classroom sessions.

### ***Compensation***

- The pay period runs from Saturday to Friday and is computed two (2) weeks in arrears (i.e., you are paid for work you did two weeks ago, not the prior week. Accordingly, you will not receive a paycheck after your first week of employment and you will receive an additional paycheck one (1) week after your employment ends with the Company.)
- Paychecks will be distributed to your SATT mailbox according to the schedule for the facility. Your Head/Director will let you know on what day following the pay period your check will be available.
- Score At The Top is not responsible for withdrawing taxes from contractors' paychecks. This is the responsibility of the contractor.
- Time and a half is not paid for working more than 40 hours in a week or for working on holidays. Contractors and employees determine their schedule and which holidays they can and cannot work.

## General Information (continued)

### **Professional Development**

- Teachers who teach at least three courses in our private school must attend all professional-development workshops scheduled on the school calendar. Compensation is provided.
- Other instructional staff are invited to attend PDW's. Compensation may be provided.
- Once each year, test-prep tutors are required to take the test(s) for which they tutor. They will be reimbursed for the registration and test-release fee with their next paycheck after they submit a copy of their registration ticket to their Director.
- Individual schools may have additional requirements.

### **Bonuses & Incentives**

#### **Referrals**

- **New teacher/tutor: \$50** after the new tutor completes 20 hours of tutoring and a successful evaluation by the Head/Director.
- **New tutoring or course-for-credit client: \$50** if a new client tells us you referred him and does 10 paid tutoring hours. Not applicable to siblings of current or previous clients.
- **New full-time private-school student: \$300** if a new client tells us you referred him and enrolls at Score Academy for at least one semester. Not applicable to siblings of current or previous Score Academy students.
- **New client for comprehensive educational consulting: \$100** when a student starts college, law-school, med-school, grad-school, or boarding-school planning with Judi based on your recommendation and pays in full. The client must tell Judi that you recommended him and you must give advance notice to Judi that the client will be calling specifically for comprehensive consulting services.

#### **Miscellaneous**

- **Perfect attendance (teachers only): \$125** per semester for teachers who manage to have perfect attendance for the semester.
- **Tutoring for employee family members: \$10** over the employees pay rate for the tutoring session.

#### **SAT/PSAT and ACT Test Prep Training Incentive**

- **\$250** for successfully completing training for the first test (approx. 20-25 hours) and 20 hours of test-prep tutoring or workshops for that test.
- **\$150** for successfully completing the training for the other test (approx. 20-25 hours) and 20 hours of test-prep tutoring or workshops for that test.
- **\$5/hour** Increase in hourly tutoring rate for SAT/PSAT or ACT tutoring, starting with your first hour of such tutoring.

#### **Workshop Incentives**

- **\$5/hour** more than your hourly test-prep rate when you teach a workshop with two or more students. If there is only one student in the workshop, you will be paid your private-tutoring test-prep rate.

## **General Information** (continued)

### ***Raise Eligibility***

- **Annual Review** after teaching/tutoring 250+ hours during a school year, beginning in your second year with SATT, you are eligible for up to a 5% increase in your hourly rate during that school year. You must have attended the required number of training/professional development sessions, received favorable feedback from your students, taken an actual standardized test (if applicable) and received a favorable review from your School Head/Center Director. This raise is also based on your students' success, referrals generated, and positive feedback from parents.

### ***Dress Code***

- Teachers: business casual (neat jeans allowed).
- Tutors: Casual, but appropriate.
- Please keep in mind that you are setting an example for students. Dress must be neat and clean at all times: no tank tops, short shorts, ripped jeans, flip-flops. When you look in the mirror, if you think you look like a student, please change into something more professional.
- Your school/center may have additional requirements.

### ***Vacations***

- Discuss any vacation plans with your Head of School/Center Director at least two weeks in advance so appropriate arrangements can be made for your students.
- If you are preparing a student for a standardized test (e.g., SAT, ACT, PSAT, LSAT, GRE, GMAT) or teaching/tutoring a student in an academic subject, do not schedule a vacation during the 2-week period prior to the student's standardized test date or mid-term/final exam date.

### ***Equal Opportunity Employment and Nondiscrimination Policy***

Score At The Top Learning Center & School is committed to providing a working and learning environment free from unlawful discrimination.

- Score At The Top is an equal opportunity employer.
- Score At The Top does not discriminate against or permit harassment of employees or applicants for employment on the basis of race, color, sex, gender (including gender identity and expression), pregnancy, religion, creed, national origin, age, alienage and citizenship, status as a perceived or actual victim of domestic violence, disability, marital status, sexual orientation, military status, partnership status, genetic predisposition or carrier status, arrest record, or any other legally protected status.



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## General Information (continued)

### ***Social Media Policy (Facebook, Twitter, Instagram, Snapchat, and similar)***

Social media is an online publication or presence that allows for interactive communication including social networks, blogs, photo sharing platforms, Internet websites, Internet forums, wikis, and more. Examples, include Facebook, Instagram, YouTube, Skype, SnapChat, Vine, AskFM, and more. Digital communication mechanism include email, texts, iMessage, and WhatsApp.

In an effort to maintain the highest professional standards, teaching/tutoring staff may not befriend/follow current Score At The Top and/or Score Academy students.

Score recognizes that learning to be thoughtful and responsible users of social media and other forms of digital communication is vital to our students' success in college and beyond. We also recognize that with the additional advantages of access to information and ease of communication comes new responsibilities of which students should be aware. Employees should note that personal use of social media and digital communication may have an effect on Score, even if the communication takes place off of campus or after hours. While Score does not seek to regulate the free speech of its Employees, if the use of social media or messaging results in disruption to the learning environment or threatens or reveals a threat to the safety or well-being of students and/or other employees, physical or psychological, Score may need to get involved. This could include disciplinary action or other interventions, including termination. Employees are asked to remember that they must follow the Standards of Ethical Conduct at all times and in all venues, including digital ones. This includes prohibitions on disrespectful or disparaging speech. The school will not tolerate bullying, harassment, hazing or discrimination against individuals based on race, color, religion, national origin, gender, sexual orientation, age, or disability, whether this takes place in face-to-face or digital communication. It also includes the use of proper language, decorum, and respect for one another and the adults in the community.

If off-campus behaviors of concern documented on social media are brought to a Score representative or administrator, such as excessive drinking or drug use, the school reserves the right to pursue disciplinary action or mandate interventions when appropriate.



## ***Sexual Harassment Policy***

In order to provide a productive and pleasing work environment, it is important that we maintain a workplace characterized by mutual respect. Accordingly, sexual harassment in our workplace will not be tolerated.

- **Prohibited Activities**

Sexual harassment has been defined as a form of sex discrimination, consisting of unwanted sexual advances.

The following are examples of prohibited sexual harassment:

- Supervisors or managers explicitly or implicitly suggesting sex in return for a hiring, compensation, promotion, or retention decision.
- Verbal or written sexually suggestive or obscene comments, jokes, or propositions.
- Unwanted physical contact such as touching, grabbing or pinching.
- Displaying sexually suggestive objects, pictures, or magazines.
- Continual expression of sexual or social interest after an indication that an interest is not desired.
- Conduct with such implications when such conduct interferes with the staff member's work performance or creates an intimidating work environment.
- Suggesting or implying that failure to accept a request for a date or sex would adversely affect the staff member in respect to a performance evaluation or promotion.

- **Harassment by Non-Employees**

We will endeavor to protect staff members, to the extent possible, from reported harassment by non-employees such as from clients, vendors, and other parties who have workplace contact with our staff.

- **Complaint Procedure**

A staff member who feels that he or she has been harassed is strongly urged to immediately contact an owner:

- Judi Robinovitz: (561) 212-8555 or judi@ScoreAtTheTop.com
- Alan Robinovitz: (561) 756-5667 or alan@ScoreAtTheTop.com
- Jason Robinovitz: (561) 307-2286 or jason@ScoreAtTheTop.com

## General Information (continued)

***Standards of Ethical Conduct*** (adapted from the Code of Ethics of the Education Profession in Florida, Principles of Professional Conduct for the Education Profession in Florida, and the Code of Ethics for Educators of the Association of American Educators)

- The successful business operation and reputation of SATT is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.
- The continued success of SATT is dependent upon our students' and parents' trust, and we are dedicated to preserving that trust. Employees owe a duty to SATT and its constituents to act in a way that will merit the continued trust and confidence of the public.
- SATT employees must recognize that their expression and behavior could have an impact on SATT. An employee's expression of his or her opinion that damages working relationships or negatively impacts the public perception of SATT may lead to disciplinary action, up to and including termination of employment. Additionally, employees may not represent themselves as speaking on behalf of SATT, unless they are specifically pre-authorized to do so.
- SATT will comply with all applicable laws and regulations and expects its employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.
- SATT values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.
- SATT's primary concern is the student and the development of the student's potential. Employees will therefore strive for professional growth and will seek to exercise the best professional judgment and integrity.
- Concern for the student requires that SATT's instructional personnel:
  - Shall make reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety.
  - Shall not unreasonably restrain a student from independent action in pursuit of learning.
  - Shall not unreasonably deny a student access to diverse points of view.
  - Shall not intentionally suppress or distort subject matter relevant to a student's academic program.
  - Shall not intentionally expose a student to unnecessary embarrassment or disparagement.
  - Shall not intentionally violate or deny a student's legal rights.
  - Shall not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable effort to assure that each student is protected from harassment or discrimination.
  - Shall not exploit a relationship with a student for personal gain or advantage.
  - Shall keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.

## General Information (continued)

### **Standards of Ethical Conduct** (continued)

- Aware of the importance of maintaining the respect and confidence of colleagues, of students, of parents, and of the community, SATT staff must display the highest degree of ethical conduct. This commitment requires that our staff members:
  - Shall maintain honesty in all professional dealings.
  - Shall not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization.
  - Shall not interfere with a colleague's exercise of political or civil rights and responsibilities.
  - Shall not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable effort to assure that each individual is protected from such harassment or discrimination.
  - Shall not make malicious or intentionally false statements about a colleague.

### **Ethical Conduct Toward Students**

- SATT believes that all educators are obligated to help foster civic virtues such as integrity, diligence, responsibility, cooperation, loyalty, and fidelity, as well as respect for the law, human life, others, and self.
- SATT educators measure success not only by the progress of each student toward the realization of personal potential, but also as a member of the greater community.
- SATT educators deal considerately and justly with each student, and seek to resolve problems, including discipline, according to law and school policy.
- SATT educators do not intentionally expose a student to disparagement.
- SATT educators do not reveal confidential information concerning students, unless required by law.
- SATT educators make a constructive effort to protect students from conditions detrimental to learning, health, or safety.
- SATT educators endeavor to present facts without distortion, bias, or personal prejudice.

## General Information (continued)

### **Standards of Ethical Conduct** (continued)

#### **Training Requirement**

All SATT educators and administrators are required as a condition of employment to complete training on these Standards of Ethical Conduct. An attendance record will be maintained by the Director or Head of School.

#### **Reporting Misconduct by Instructional Personnel and Administrators**

All SATT employees have an obligation to report misconduct by instructional personnel and school administrators which affects the health, safety, or welfare of a student. If you encounter misconduct you must immediately complete an Incident Report.

#### **Filing an Incident Report**

- Ask your Center Director or Head of School where the Incident Report forms are located.
- Be as detailed as possible when filling your incident report: include the who, what, when, where and why.
- Place your incident report in a sealed envelope and hand-deliver the completed Incident Report to the appropriate person:
  - Reports of misconduct of employees should be made to one of the following:
    - Center Director or Head of School
    - Judi Robinovitz, Owner – (561) 212-8555 (cell) or judi@ScoreAtTheTop.com
    - Alan Robinovitz, Owner – (561) 756-5667 (cell) or alan@ScoreAtTheTop.com
    - Jason Robinovitz, Owner – (561) 307-2286 (cell) or jason@ScoreAtTheTop.com
  - Reports of misconduct committed by administrators should be made to one of the SATT owners: Judi, Alan, or Jason Robinovitz (contact information is above).

Examples of misconduct include, but are not limited to, the following:

- Obscene language
- Drug and alcohol use
- Disparaging comments
- Prejudice or bigotry
- Sexual innuendo
- Cheating or testing violations
- Physical aggression
- Accepting or offering sexual favors.

## General Information (continued)

### **Standards of Ethical Conduct** (continued)

#### **Reporting Child Abuse, Abandonment or Neglect**

All SATT employees have an affirmative duty to report all actual or suspected cases of child abuse, abandonment, or neglect. Call 1-800-96-ABUSE or report online at: <http://www.dcf.state.fl.us/abuse/report/>.

#### **Signs of Physical Abuse**

The child may have unexplained bruises, welts, cuts, or other injuries; broken bones; or burns. A child experiencing physical abuse may seem withdrawn or depressed, seem afraid to go home or may run away, shy away from physical contact, be aggressive, or wear inappropriate clothing to hide injuries. Signs of sexual abuse the child may have: torn, stained, or bloody underwear; trouble walking or sitting; pain or itching in genital area; or a sexually transmitted disease. A child experiencing sexual abuse may have unusual knowledge of sex or act seductively, fear a particular person, seem withdrawn or depressed, gain or lose weight suddenly, shy away from physical contact, or run away from home.

#### **Signs of Neglect**

The child may have unattended medical needs, little or no supervision at home, poor hygiene, or appear underweight. A child experiencing neglect may be frequently tired or hungry, steal food, or appear overly needy for adult attention.

#### **Patterns of Abuse**

Serious abuse usually involves a combination of factors. While a single sign may not be significant, a pattern of physical or behavioral signs is a serious indicator and should be reported.

#### **Liability Protections**

Any person, official, or institution participating in good faith in any act authorized or required by law, or reporting in good faith any instance of child abuse, abandonment, or neglect to the department or any law enforcement agency, shall be immune from any civil or criminal liability which might otherwise result by reason of such action. (F.S. 39.203)

An employer who discloses information about a former or current employee to a prospective employer of the former or current employee upon request of the prospective employer or of the former or current employee is immune from civil liability for such disclosure or its consequences unless it is shown by clear and convincing evidence that the information disclosed by the former or current employer was knowingly false or violated any civil right of the former or current employee protected under F.S. Chapter 760. (F.S. 768.095)

## General Information (continued)

### **Standards of Ethical Conduct** (continued)

**SUMMARY:** The following policies are strictly enforced at Score At The Top Learning Centers & Schools:

1. **SATT employees are required to complete training** on our Standards of Ethical Conduct.
2. SATT employees have a duty to report misconduct by instructional personnel. This report is required to be done immediately.
3. Employees who should be reported are classrooms teachers, substitute teachers, tutors, guidance counselors, social workers, psychologists, Head of School/Learning Center Director, their assistants, and administrators.
4. Consequences for failing to report misconduct may include written reprimand, suspension with or without pay, termination of employment, and discipline/sanctions on an educators certificate.
5. Misconduct by instructional personnel must be reported to the Center Director or Head of School.
6. Misconduct by the Center Director or Head of School must be reported to SATT owners Judi, Alan, or Jason Robinovitz. It is important to document the details of the event and to secure evidence, if available.
7. Employees reporting misconduct will be sheltered under the liability protections provided under ss. [39.203](#) and [768.095](#), F.S.

### **FLORIDA STATUTES AND RULES**

**Florida Statutes s. 1006.061** states all employees and agents of the district school board, charter schools and private schools that accept scholarship students, have an obligation to report misconduct by an instructional personnel member or school administrator

**Florida Statutes s. 1012.33** outlines disciplinary procedures regarding district employment contracts with instructional personnel staff, supervisors and school principals

**Florida Statutes s. 1012.795** provides the Education Practices Commission the authority to issue disciplinary action against an individual's Florida Educator certificate

**Florida Statutes s. 1012.796** provides authority for the Department of Education to investigate and prosecute allegations of educator misconduct

**Florida Statute s. 1012.01** defines public school instructional personnel, administrative personnel, school volunteers, education support employees and managers

**State Board of Education Rule 6B-1.001** defines the Code of Ethics of the Education Profession in Florida

**State Board of Education Rule 6B-1.006** defines the Principals of Professional Conduct of the Education Profession in Florida

## Standard Operating Procedures

### **Calendar**

- The School/Center uses the LearnSpeed Calendar for scheduling tutoring and private school classes.
- The Head/Director and other full-time staff assign and schedule students based on each staff member's subject expertise, personality, teaching style, and availability.
- It is your responsibility to keep your LearnSpeed calendar up-to-date to facilitate scheduling and avoid conflicts.

### **LearnSpeed Overview**

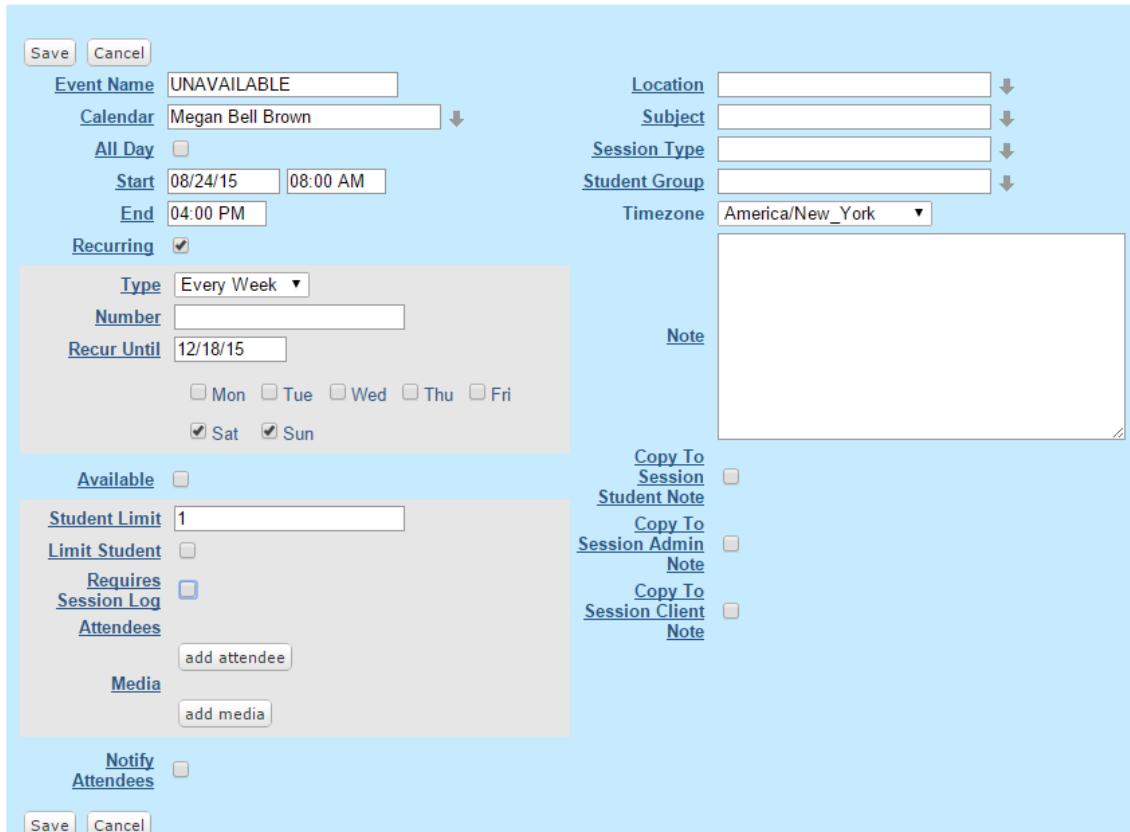
- Our online database, accessible through [www.ScoreAtTheTop.com/learn-speed](http://www.ScoreAtTheTop.com/learn-speed), is used to track all students' school and tutoring sessions, including:
  - Contact information
  - History
  - Objectives
  - Session notes
  - Charges for services and materials
  - Session duration and type – which generates paycheck data
- When your Center Director assigns a new tutoring student to you, you will receive an e-mail about the first scheduled appointment and a reminder to view the LearnSpeed work order detailing the student's needs.
- Tutors must enter all session notes into LearnSpeed within 24 hours of each session; teachers must enter the notes by 5 pm on the same day as the class. Session notes that are entered late frequently lead to billing delays or errors; you may be paid later than usual if you enter your notes late.
- Be meticulous and professional with your notes – the better your session notes, the more you'll be able to keep parents in the loop and help ensure meeting educational goals – and the more you'll increase your chances for referral business, which will lead to increased hours.
- After reading and approving the session notes, the Director/Head or assistant emails them to parents, keeping them informed of their child's progress. Via our website, parents also have access to LearnSpeed to view the student's calendar and session notes in their entirety for only their child.

## Using LearnSpeed – Getting Started

**IMPORTANT: Use Google Chrome Web Browser**

### Establishing Unavailability

- Establish when you are certain you are unavailable to work and the times where you may be available but you want to be called first
- Click “Calendar” Tab
- Click the start date/time on your Calendar
- Assign the event a name: this should either read “Unavailable” or “Call First”
- Ensure the date, start time and end time are correct
- Setup recurring if applicable
- Ensure that the “require session log” is not selected
- Ensure that no student is attached to this event and ensure that none of the options on the right side have been selected
- Email Admin Staff to inform about availability/unavailability



The screenshot shows a web form for creating a calendar event. At the top left are "Save" and "Cancel" buttons. The form is divided into several sections:

- Event Name:** UNAVAILABLE
- Calendar:** Megan Bell Brown
- All Day:**
- Start:** 08/24/15 08:00 AM
- End:** 04:00 PM
- Recurring:** 
  - Type:** Every Week
  - Number:** [empty field]
  - Recur Until:** 12/18/15
  - Days:**  Mon  Tue  Wed  Thu  Fri  Sat  Sun
- Available:**
- Student Limit:** 1
- Limit Student:**
- Requires Session Log:**
- Attendees:** [add attendee button]
- Media:** [add media button]
- Notify Attendees:**
- Location:** [dropdown menu]
- Subject:** [dropdown menu]
- Session Type:** [dropdown menu]
- Student Group:** [dropdown menu]
- Timezone:** America/New\_York
- Note:** [empty text area]
- Copy To Session Student Note:**
- Copy To Session Admin Note:**
- Copy To Session Client Note:**

At the bottom left are "Save" and "Cancel" buttons.

Example of “Unavailable” or “Call First” Calendar Event



## Standard Operating Procedures (continued)

### ***Using LearnSpeed – Completing Session Notes***

#### **Getting the Home Tab Setup: Adding the Proper Widgets**

- Click “Home” Tab
- Click “Add Widget” on bottom left of page
- Click “Add” Past Due Sessions
- Click “Add” Past Due Group Sessions
- Click “Add Widget” on bottom right of page
- Click “Add” Today’s Events
- Feel free to remove any other preloaded Widgets from your home tab

#### **Completing & Saving “Session Needing Reports” (Single Notes)**

- Click “Home” Tab
- Click “+ Session” next to class
- Ensure all pre-loaded information is correct; enter “Parent Note”
- Click “Save”
- Note: Once you click Save, it kicks the note to your “My Sessions” tab

#### **Completing & Saving “Group Sessions Needing Attendance” (Group Notes)**

- Click “Home” Tab
- Click “attendance” next to class
- Enter Group Note: this will go to all students’ parents in group
- Click the individual student’s name to take attendance; or to send a note to only that particular parent by entering a “Client Note”
- Click “Save”
- Note: Once you click Save, it kicks the notes individually to your “My Sessions” tab

**Additional LearnSpeed tutorials can be found online:**

[www.learnspeed.com/tutorials](http://www.learnspeed.com/tutorials)

## Standard Operating Procedures (continued)

### *LearnSpeed Session Note Rubric*

**Purpose:** Session notes are integral to our educational model, and add significant value to our client relationships. By reading your words, parents stay in the loop about session content and session outcome. Your careful appraisals will let them know that they have chosen wisely.

Goal: We strive for session notes that hit 3s and 4s in every category, as detailed below.

Category	#1: The instructor...	#2: The instructor...	#3: The instructor...	#4: The instructor...
<b>Intro</b>	...does not write anything personal to begin the note.	...begins the note with something personal.	#2, and details how much he/she enjoys working with the student.	#2 + #3, providing examples as appropriate.
<b>Commentary on what was covered</b>	...gives little or no detail about what was covered and/or the instructor gives little to no insight into the session.	... gives <b>some detail</b> on what was covered and/or <b>provides some insight</b> .	... provides <b>ample details</b> on what was covered and <b>provides insight</b> . The reader can discern student progress.	... provides comprehensive detail on what was covered and deep insight into the student. The reader can easily discern student progress.
<b>Commentary on strengths</b>	...provides no commentary on strengths observed.	...mentions the strengths observed.	...details the strengths observed and provides at least 1 example.	...details the strengths observed, provides multiple examples and tips about how the student can further develop strengths.
<b>Commentary on weaknesses</b>	...provides no commentary on the weaknesses observed.	... mentions the weaknesses observed.	...details the weaknesses observed and provides at least 1 example.	...details the weakness observed, provides multiple examples and tips on how the student can work at home on the weakness.
<b>Commentary on energy</b>	...provides no commentary on the student's energy level.	...mentions the student's energy level.	...describes the student's energy level.	...details the student's energy level and provides examples as appropriate. Additionally, the instructor provides tips on how the student can improve his/her energy level, if appropriate.

**Standard Operating Procedures (continued)**

***LearnSpeed Parent Session Note Rubric (continued)***

Category	#1: The instructor...	#2: The instructor...	#3: The instructor...	#4: The instructor...
<b>Commentary on preparation</b>	...provides no commentary on the student's preparation.	...mentions the student's preparation.	...describes the student's preparation.	...details student's preparation and provides examples as appropriate. Additionally, the instructor provides tips on how to improve preparation, if appropriate.
<b>Commentary on progress</b>	...provides no commentary on the student's progress in the session.	...mentions the student's progress.	...describes the student's progress.	...details the student's progress and provides examples. Additionally, the instructor provides tips about how to progress further.
<b>Commentary on next session</b>	...does not mention the next session.	...mentions the next session, but is not specific with the time and date. If another session isn't scheduled, the instructor mentions its possibility, if appropriate.	...mentions the next session, specific with only time or date. If another session isn't scheduled, the instructor recommends another, if appropriate.	...specifies both time and date of the next session. If another session isn't scheduled, the instructor strongly recommends another session, as appropriate.
<b>Closing</b>	...ends the note without personal closing.	...ends the note with a personal closing.	...ends the note with a personal closing, detailing how much he/she enjoyed working with the student.	...ends the note with a very personal closing, detailing how much he/she enjoyed working with the student, providing examples as appropriate.
<b>Homework</b>	...does not mention homework.	...mentions the homework but is not specific about details.	...provide specific homework details.	...provides specific details for the homework and tips on how best to complete the homework.

## Standard Operating Procedures (continued)

### **Teaching/Tutoring Sessions – Your primary goal is to ensure student engagement and success in reaching individual goals.**

These are general policies applicable for tutoring and school sessions. However, more specific policies are enumerated in the separate Guide for Teachers and Guide for Tutors.

- You are expected to arrive for each class/session well prepared for the material to be covered.
- Arrive at least 5 minutes early for a class/session and have all your materials ready to begin work in a clean room.
- If a student asks to leave early, it must be confirmed with a parent before the student is allowed to leave. It is a liability for a student to leave early without a parent's permission.
- Don't take breaks during a class/session unless absolutely necessary (e.g., if a class/session is 2 or more hours or the student has ADHD).
- Do not leave a student unattended during a class/session. Do not talk on the phone or check/respond to email or text messages during a class/session. Do not leave a student to work independently; he or she is paying for your time. You are expected to be 100% attentive to each student.
- Blend academic content with study skills, teaching your student to "learn how to learn" while helping improve understanding of the material as well as the course grade. Try to share study strategies on a regular basis, even if it's a review of one you've previously discussed. Students need repetition and reinforcement.

Consider discussing the following:

- ✓ Time management
- ✓ Studying at the same time and in the same location each night
- ✓ Reviewing class notes and tutoring notes within 24 hours
- ✓ Maintaining an assignment calendar/agenda
- ✓ Setting short- and long-term goals
- ✓ Determining if a student is a visual/auditory/kinesthetic learner and identifying strategies that access these learning styles

We have some great study skills materials to share; see your Head/Director for more info.

- Be upbeat, energetic, and positive during every session.
- Use each lesson to reinforce learning and make it fun.
- Teach the material in innovative ways to help ensure the student's complete understanding — and teach the student how to retain what he has learned.
- Make sure classes/sessions are interactive — watch your student's facial expressions and body language as signs of understanding. Have your student demonstrate his understanding by doing problems on his own or responding to questions you ask. Use the whiteboard when appropriate. Offer positive reinforcement during sessions, and encourage your students to ask questions.
- Encourage students with a multi-sensory approach: flash cards, mnemonic devices, graphics, examples to support new concepts, and student feedback. Get a student out of his seat once in a while if practical.
- Reinforce important information, presenting it in a variety of ways to ensure that a student "gets it." Summarize what the student is learning, doing it with the student's input. Work out selected homework problems together.

## **Standard Operating Procedures (continued)**

### ***Tutoring/Teaching Sessions*** (continued)

- Listen actively: paraphrase what a student tells you in order to “honor” the student’s thinking. “So if I understand you correctly, you’re saying that...”.
- If there were any problems during the class/session, immediately notify the Head/Director.
- At the end of the class/session, make sure the area is clean for the next student. Turn off the light in the room where you worked.
- If parents want to discuss their child’s progress, either over the phone or in person, and such discussions regularly extend beyond 15 minutes, let your Head/ Director know so that next steps can be appropriately planned.
- If you believe that a student needs more or fewer hours of instruction or a different approach or a different teacher/tutor, discuss this with your Head/Director, not with the student or the parent. Do not make a recommendation for a change that has not been approved.

### ***Staff Evaluations***

- Your Head of School/Center Director will be conducting observations throughout the year. You should expect to be observed at least two (2) times/year. These observations will be unannounced and will be followed with a meeting to discuss the lesson observed. Each observation/meeting will also be formally put in writing and kept in your personnel file. You’ll be given a copy of the evaluation and will be asked to sign off that you received such copy.
- Evaluations are based on:
  - Student-teacher interaction
  - Session content
  - Applicability of subject matter to desired outcomes
- You may write a response to the observation/evaluation for inclusion in your personnel files.
- You will receive a formal review at least once/year.



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## Standard Operating Procedures (continued)

### ***General***

- If you're the last one out, follow the School/Center's procedure for the off-hour thermostat setting, turn off all lights, place the reception phone on night service (if applicable in your School/Center), and lock all exit doors.
- Clean the kitchen after use. Closely monitor your students' use of it as well.
- Inform your Head/Director when you need materials to help you prepare for students. You may sign out books from our library if you need to take them out of the School/Center.
- Any materials supplied to you by SATT to use with your students must be returned at the termination of your engagement with us.

### ***Notify Your Head/Director Immediately If...***

- A student is not making sufficient progress.
- Another student will be joining a one-on-one session, as the rate will change.
- A student will be leaving a group session, as the rate will change.
- Attendance becomes an issue (i.e. excessive no shows or late cancellations, missing successive appointments).
- You need to cancel a scheduled appointment.

## Emergency Procedures

Diagrams of the emergency evacuation route are posted throughout the School/Center

### ***Fire & Bomb Scare***

- School/Center personnel immediately ask everyone to evacuate the building and go to the designated meeting area.
- The first staff member leaving the building calls 911.
- Each staff member makes sure his or her students are all accounted for.
- The Head/Director makes sure that all staff members are accounted for. In the absence of the Head/Director, the Receptionist/Administrative Assistant makes sure that all staff members are accounted for.
- Staff and students wait for the Fire Department to give the all-clear before re-entering the building.
- Alan, Judi, or Jason Robinovitz must be contacted ASAP if they are not present. Be sure to enter their cell phone numbers in your mobile phone (see last page).

### ***Evacuation Route (Fire & Bomb Scare)***

- Exit the learning center following one of the posted routes.
- Meet in the designated location in the parking lot.

### **Important tips to remember:**

- Crawl on all fours if there's smoke.
- Feel doors and door handles before opening.
- Go to the nearest exit.
- Always use an exit stair, not an elevator.
- Close doors.
- Use a fire extinguisher if the fire is very small and you know how to use it safely.
- If you are on fire – stop, drop, and roll.
- If you get trapped
  - Close the door
  - Seal cracks
  - Signal for help and phone 911

## **Emergency Procedures (continued)**

### ***Hurricane***

- When a hurricane warning is imminent, the School/Center will close. The message our answering machine will be changed by the Head/Director or assistant to reflect the situation.
- All electrical equipment must be unplugged.
- Where feasible, computers and other equipment are moved away from windows and outside doors.
- All office doors are closed.
- Make sure you know where flashlights and batteries can be found in the School/Center.

### ***Tornado***

- It is safer to remain in the building.
- Move to an interior room away from windows (e.g., kitchen, internal stairwell).
- Remain calm.



## Emergency Procedures (continued)

**Lock-Down Plan:** Procedures on how to respond to an active threat ON campus

**Purpose:**

It is the duty and responsibility of all staff to understand and administer the appropriate response to a threat that is on the campus of Score at the Top.

**Standard:**

All staff will be prepared to react properly during a LOCK-DOWN. The Safety Team Leader is responsible for ensuring that all employees remain current on how they respond during a LOCK-DOWN.

**Definitions:**

**Lock-down:** A response activated due to a threat within or on Score at the Top property.

**(Lock-down) Threat:** A person(s) that is classified as a trespasser, unauthorized subject, intruder, violent attacker or anyone that could be perceived as a risk to others. The threat could be armed or unarmed.

**Safety Team Leader:** Person(s) in charge of making safety decisions on a daily basis. Typically a lead administrator who is on the campus frequently. The Safety Team Leader should have an appointee in charge in his/her absence.

**Response Procedures:**

- Notify all staff that Score at the Top is currently on a LOCK-DOWN and where the threat was last seen (if possible).
- Wear Score at the Top identification at all times.
- All staff shall direct students, guests, and other co-workers to the nearest room or exit depending on the location of the threat and where the staff are located.
- Dependant on the location of the threat, staff shall perform the following procedures, but in no particular order:
  - **Evacuate:** All staff shall direct any students to the nearest exit depending on the location of the threat and where the staff are located.
    - Leave all belongings behind
    - Wear Score at the Top identification at all times
    - Move to a predetermined rally point and begin a roll-call for accountability purposes.
    - Call 911 (or use panic button, if available)
  - **Evade:** If the threat presents itself in an open air environment or within close proximity, encourage students to utilize cover and concealment to move away from the threat and identify an evacuation location or a room to isolate in.
  - **Isolate:** If unable to evacuate, it is important to isolate self and students in a room and prepare to secure and defend oneself. If the students and teachers are already in a classroom and the location of the threat is unknown, then remaining isolated in the current room may be the best option.

### Emergency Procedures (continued)

- **Secure:** Once isolated in a room, begin to secure and harden the room:
  - Lock the door(s)
  - Barricade the door(s)
  - Cover windows
  - If possible, separate students and conceal them by hiding them away from the doorway or any windows.
  - Encourage students to remain quiet
- **Defend:** Locate a weapon of opportunity and prepare to defend oneself by positioning (if possible) on the blind side of the doorway. Rehearse plan of action. In a last resort option, defend oneself by counter-attacking the assailant.
- **Call 911 (or use panic button, if available)**
- Once Score at the Top has been deemed safe by responding law enforcement, the digression from a LOCK-DOWN will commence to a LOCK-OUT and finally to an ALL-CLEAR status.

#### **Safety Team Leader and/or Lead Administrator Responsibilities:**

- The Score at the Top Safety Team Leader will be responsible for the following:
  - During a LOCK-DOWN the Safety Team Leader shall respond as any staff member would by following the above listed procedures.
  - Once law enforcement has determined the site to be safe the Score at the Top Safety Team Leader will control the digression from a LOCK-DOWN to a LOCK-OUT to an ALL-CLEAR.
  - Once Score at the Top has been downgraded to a LOCK-OUT the Safety Team Leader shall revert back to the Safety Team Leader responsibilities for a LOCK-OUT.
  - Complete an “AFTER-ACTION REPORT” and file.
  - Debrief all staff members.
  - Report back to the Head of School.
  - Create an action plan to remedy areas of improvement.

## Emergency Procedures (continued)

### ***Lock-Out Plan:***

Procedures on how to respond to a threat near and close to the perimeter of the campus. LOCK-OUT procedures are also used to limit the movement of staff, teachers, and students while evaluating possible threats.

### **Purpose:**

It is the duty and responsibility of all staff to understand and administer the LOCK-OUT response procedures where a threat is identified near the campus of Score at the Top.

### **Standard:**

All staff are required to know how to respond if a LOCK-OUT is initiated. The Safety Team Leader is responsible for ensuring that all staff remain current in their roles during a LOCK-OUT response. This type of situation should be considered at times fluid and directions and coordination will be communicated from the Safety Team Leader to the Safety Team.

### **Definitions:**

***Lock-Out:*** A limited movement response activated due to a threat that has been deemed too close to Score at the Top to continue its normal operating procedures. The purpose of this response is to restrict the potential threat from gaining entry to any buildings on the campus.

***Lock-Out Threat:*** (1) A person(s) that is at-large from law enforcement and could pose as a violent threat to the Score at the Top staff, students or visitors. (2) A threat could also be classified as a loose animal on-campus that could cause harm to a person, a weapon located on campus, and other forms of miscellaneous risks.

***Safety Team-*** Selected staff members (typically administrators, security and staff who are not responsible for students) that respond to their designated zones and ensure their zones are secured and safe by identifying green or red placards. Each zone representative will have a set of responsibilities while in the LOCK-OUT response and will report back to the Safety Team Leader or Lead Administrator.

***Green Placard:*** A formal line of communication between the a teacher and safety team member. The green placard indicates the current status of the classroom is normal.

***Red Placard:*** A formal line of communication between the a teacher and safety team member. The red placard indicates the current status of the classroom could mean up 3 things:

1. Additional people in the room
2. Missing a person from the room
3. Medical situation



**Staff and Safety Team Response Procedures:**

- Notify all staff that Score at the Top is currently on a LOCK-OUT.
- Wear Score at the Top Identification at all times.
- The Safety Team will be deployed into their designated zones and ensure all exterior doors and gates are secured on campus.
- The Safety Team will check for placards within their zones and remedy any identified problems.
- Lunch and snacks will be served inside the classroom.
- Students will be escorted to and from the classroom to bathrooms by their designated Safety Team Member.
- There will be no dismissal of any staff, students or visitors from the site until the LOCK-OUT has been lifted.
- No person is permitted into the facility or property until the LOCK-OUT has been lifted.
- Once the LOCK-OUT is ready to be lifted, the ALL-CLEAR status will be announced and Score at the Top will go back to normal operating procedures.
- Should the threat move on to campus, be prepared to move to a LOCK-DOWN status.

**Safety Team Leader and/or Lead Administrator Responsibilities:**

- Notify staff and visitors of the incident and that the Score at the Top is currently on a LOCK-OUT.
- Ensure all staff are responding to their respective areas and accomplishing their tasks.
- Ensure all students, staff and guests are accounted for.
- Seek additional information of the incident by contacting (or having designee contact) local law enforcement.
- Request to be notified by law enforcement once the incident is no longer active.
- Notify parents of the incident and inform them if it will cause delays for dismissal.
- Initiate a move to a LOCK-DOWN status if applicable.
- Control the digression of the LOCK-OUT to an ALL-CLEAR.
- Complete an "AFTER-ACTION REPORT" and file.
- Debrief all staff members.
- Report back to the Head of School.
- Create an action plan to remedy areas in need of improvement.



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## Health Insurance Marketplace Coverage Options and Your Health Coverage

With the Affordable Care Act that took effect in 2014, health insurance can now be purchased through the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the Marketplace.

### **PART A: General Information**

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#### **What is the Health Insurance Marketplace?**

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers “one-stop shopping” to find and compare private health insurance options. You may also be eligible for a tax credit that lowers your monthly insurance premium right away. Open Enrollment to select health insurance coverage through the Marketplace usually begins in October or November of the current year for coverage starting as early as January of the following year. You may qualify for Special Enrollment Periods allowing you to enroll outside of Open Enrollment if you have certain life events, like getting married, having a baby, or losing other coverage.

#### **Can I Save Money on my Health Insurance Premiums in the Marketplace?**

You may qualify to save money or lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that does not meet certain standards. The savings on your premium that you are eligible for depends on your household income.

#### **Does Employer Health Coverage Affect Premium Savings through the Marketplace?**

Yes. If you have an offer of health insurance coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer’s health plan. However, you may be eligible for a tax credit that lowers your monthly premium or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of health insurance coverage from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage provided from your employer does not cover the “minimum value standard” set forth in the Affordable Care Act, then you may be eligible for a tax credit. An employer-sponsored health plan meets the “minimum value standard” if the plan’s share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.

If you purchase health insurance coverage through the Marketplace instead of accepting health insurance coverage offered by your employer, then you may lose your employer’s contribution (if any) to the employer-offered coverage. Both your employer’s contribution and your contribution to employer-offered health insurance coverage are often excluded from income for Federal and State income tax purposes. Your payments for health insurance coverage through the Marketplace are made on an after-tax basis.



## Health Insurance Marketplace Coverage Options and Your Health Coverage (continued)

### How Can I Get More Information?

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit [HealthCare.gov](http://HealthCare.gov) or call 1-800-318-2596 for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

### PART B: Information About Health Coverage Offered by Score At The Top Boca, LLC

You are not eligible for health insurance coverage through Score At The Top Boca, LLC . You and your family may be able to obtain health coverage through the Marketplace, with a tax credit that may lower your monthly premiums and assistance with out-of-pocket costs. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information.

<b>Employers name</b>	<b>Employer's Identification Number (EIN)</b>	
Score At The Top Boca, LLC	81-0790076	
<b>Employer address</b>	<b>Employer phone</b>	
900 Broken Sound Parkway, Suite 100	(561) 241-1610	
<b>Employer city</b>	<b>Employer state</b>	<b>Employer zip</b>
Boca Raton	FL	33487
<b>Who may we contact at this job?</b>		
Natalina Maiorino		
<b>Employer phone number (if different from above)</b>	<b>Email address</b>	
(561) 241-1610	<a href="mailto:Natalina@scoreatthetop.com">Natalina@scoreatthetop.com</a>	



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**Contact Information**

<b>BOCA RATON</b> <b>(561) 241-1610 • (561) 241-1605 (fax)</b>			
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<b>PALM BEACH GARDENS</b> <b>School: (561) 345-2855 • Center: (561) 626-2662 • (561) 626-2756 (fax)</b>			
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<b>WELLINGTON</b> <b>(561) 333-8882 • (561) 333-8840 (fax)</b>			
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Cid	Admin Assistant/ Receptionist		<a href="mailto:Cid@ScoreAtTheTop.com">Cid@ScoreAtTheTop.com</a>
<b>CORAL SPRINGS &amp; WESTON</b> <b>(954) 510-0600 • (954) 510-0602 (fax)</b>			
Lauren Coppola-Dwoskin	Head of School & Center Director	(754) 244-6152 (413) 636-5029	<a href="mailto:Lauren@ScoreAtTheTop.com">Lauren@ScoreAtTheTop.com</a>
Ambar Colon	Assistant Director	(585) 469-5481	<a href="mailto:Ambar@ScoreAtTheTop.com">Ambar@ScoreAtTheTop.com</a>



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**Contact Information** (continued)

<b>CORPORATE BOARD/OWNERS</b>		
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Alan Robinovitz, CFO	(561) 745-5667	<a href="mailto:Alan@ScoreAtTheTop.com">Alan@ScoreAtTheTop.com</a>
Jason Robinovitz, COO	(561) 307-2286	<a href="mailto:Jason@ScoreAtTheTop.com">Jason@ScoreAtTheTop.com</a>





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**COMPANY PROTECTION AGREEMENT**

**THIS COMPANY PROTECTION AGREEMENT** (the "Agreement") is made effective on the date written below, by and between **Score At The Top Boca, LLC**, a Florida corporation, with an office at 900 Broken Sound Parkway, Suite 100, Boca Raton, FL 33487 ("Company") and \_\_\_\_\_, an individual whose mailing address is \_\_\_\_\_ ("Individual").

**WITNESSETH:**

**WHEREAS**, Company owns, controls and develops proprietary and confidential information and property in the performance of its operations, and proprietary and confidential information and property is a valuable asset requiring security and protection;

**WHEREAS**, all Company employees and/or independent contractors, as a condition of their respective work with the Company, whether at will or by contract as the case may be, are obligated to act in accordance with Company policies to protect valuable Company assets, including, but not limited to, proprietary and confidential information and property; and

**WHEREAS**, the parties desire by this Agreement to provide for the use, security and protection of the proprietary information and rights of Company that will be acquired and used by Individual during the tenure of his/her employment.

**NOW, THEREFORE**, in consideration of the premises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Non-Disclosure**. Individual recognizes and acknowledges that he/she has had and will continue to have access to confidential information of Company during the course of his/her employment, including, but not limited to instructional and teaching methods, plans, books and materials, customer names and addresses, lists of potential customers, advertising, advertising copy and programs, sales reports, business reports, financial statements and reports, and operating statements; lists of employees and independent contractors, computer programs, computer software, databases, and data; and know how, and other proprietary commercial information, in whatever form, which relates to the business of Company (including information conceived, originated, discovered or developed by Individual) or of Company's clients, including any and all confidential information received by third parties to be held by the Company in confidence. Individual agrees that he/she will not, for any reason or purpose whatsoever, disclose such confidential information to any party, whether pursuant to the performance of his/her



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employment obligations or outside the scope of his/her employment, without the express authorization of Company's management.

2. **Non-Competition.** For so long as Individual remains employed by Company and for a period, the longer of two years (2) years or the term set forth in any employment contract, whichever is greater, thereafter, Individual agrees that he/he/she will not tutor anyone for any standardized exams for which the Company has provided training or materials, including but not limited to the SAT, SAT Subject Tests (all), ACT, SSAT, ISEE, FCAT, LSAT, GRE, MCAT, and GMAT, within twenty-five (25) miles of any location in which the Corporation is providing tutoring services.

3. **Non-Interference.** During the term of this Agreement and for a period of two (2) years thereafter, Individual agrees that he/she shall not induce or solicit any employee and/or independent contractor of the Company or any Person doing business with the Company to terminate his, his/her or its employment or business relationship with the Company or otherwise interfere with any such relationship. Further, for a period of two (2) years following this Agreement, Individual agrees that he shall not provide tutoring, test prep, and/or teaching services with any Person that Individual had provided services for while in the employ of the Company. "Person" means any individual, sole proprietorship, general or limited partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party, limited liability company or government (whether territorial, national, federal, state, provincial, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

4. **Company Property.** All Confidential Information and other company property, including but not limited to books, papers, records, lists, files, forms, reports, accounts, documents, supplies, equipment, keys, photographs, cassettes, compact disks, videotapes, databases, disks, data, computers, peripherals, hardware, programs, software, floppy disks, hard drives, magnetic media, storage media, CD-ROMs, accessories, parts, components, manuals, documentation, research papers and information located in corporation's offices and all databases, disks, computer programs, computer software, and data relating in any manner to the Corporation or its business, operations, prices, vendors, suppliers or customers, whether prepared by Individual or anyone else, and whether or not containing a trade secret or confidential information ("Company Property") are the exclusive property of Company and must not be removed from the premises or control of Company except as required in the course of Company employment. All Company Property and any representations of same in any form whatsoever shall be returned to the Company immediately upon request and/or upon separation from Company employment.



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5. **Copyrights, Trademarks and Patents.** Individual acknowledges that every writing, conception, invention, discovery, know-how, plan, program, idea, information, and tangible expression of idea relating to corporation's business or which arises out of Individual's use of the Company's time, facilities, or money is the property of the Company.

6. **Remedies.** Individual acknowledges that compliance with **Sections 1, 2, 3, and 4** are necessary to protect the proprietary interests of Company and that he/she is conversant with its affairs, its trade secrets, its customers and other proprietary information. Individual acknowledges that a breach of **Sections 1, 2, 3, and 4** hereof will result in irreparable and continuing damage to Company and its Business, for which there will be no adequate remedy at law; and agrees that in the event of any breach Company and its successors and assigns shall be entitled to injunctive, legal and/or equitable relief.

7. **Consideration.** In consideration for the covenants of Individual herein, Company shall continue to employ Individual in an at-will capacity. Nothing in this Agreement shall be construed to create a contract for employment for any fixed term.

8. **Enforceability.** If any provisions of this Agreement shall be held invalid or unenforceable, in whole or in part, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Agreement as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be. The restrictive covenants found in paragraphs 1, 2 and 3 are independent of any other existing agreement; further the existence of any claim or cause of action by the Employee against the Company will not constitute a defense to the enforceability of this Agreement.

9. **Definition of Company.** The term "Company," as used in this Agreement, also shall include any existing or future subsidiaries and brother/sister corporations of the Company that are operating during the time periods described herein and any other entities that directly or indirectly, through one or more intermediaries, control, are controlled by or are under common control with the Company during the periods described herein.

10. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when personally delivered or mailed, by certified or registered mail, return receipt requested, or overnight delivery to the appropriate foregoing address.

11. **Assignment.** The rights of Company under this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of Company. Individual may not assign this Agreement and the obligations created hereunder.



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12. **Waiver.** No claim or right arising out of a breach or default under this Agreement can be discharged in whole or in part by a waiver of that claim or right unless the waiver is supported by consideration and is in writing and executed by the aggrieved party hereto or its or his duly authorized agent. A waiver by any party of a breach or default by the other party shall not be deemed a waiver of any prior or subsequent compliance, and such provision shall remain in full force and effect.

13. **Governing Law.** The validity and effect of this Agreement shall be governed exclusively by the laws of the State of Florida without regard to "conflicts of laws" rules. Any action to interpret or enforce this Agreement shall occur in a court of competent jurisdiction in Palm Beach County, Florida.

14. **Term.** This agreement is effective immediately on being signed by both the Company and Individual. The term of this agreement shall continue until the date that Individual is no longer an employee or independent contractor of Company. Individual's obligations under this agreement survive after the termination of Individual's employment relationship with the Company.

**IN WITNESS WHEREOF**, this Agreement has been executed by Company and Individual on the date first above written.

**Score At The Top Boca, LLC**

**INDIVIDUAL**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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



Judi Robinovitz Associates Educational Consulting

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**ACKNOWLEDGEMENT OF RECEIPT**

I have reviewed the Score At The Top Boca, LLC Personnel Handbook and ACA Compliance letter. I agree to read the Handbook and abide by the policies and procedures contained therein. I understand that the policies, procedures and benefits contained in this handbook may be changed at the sole discretion of the company at any time. I understand that the most current version of this handbook replaces any and all prior handbooks and policies of the company. I understand that Score At The Top Learning Center & School is an "at-will" employer and as such my employment/contractor arrangement with the Center is not for a fixed term or definite period and may be terminated at will, by the Center as the employer or by me as the employee or contractor, with or without cause, and with or without notice. I understand that nothing contained in this handbook or any other statement of policy or procedure may be construed as creating a contract of employment, or a promise of future benefits, with Score At The Top Learning Center & School.

I understand that any materials given to me to use as a tutor/teacher at Score At The Top Learning Center & School is the property of Score At The Top Learning Center & School and must be returned during my exit interview.

I understand that failure to comply with the Center's policies may be cause for my termination.

If I have questions regarding this handbook, I will bring them to the attention of the Center Director.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name (please print)