



Elite Academic Academy - Lucerne

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

<https://eliteacademic.zoom.us/j/97566202696?>

pwd=R2daZzJSNnZPNUV3Nk83K0diZXJtUT09 Meeting ID:

975 6620 2696 Passcode: 920373

November 4, 2021 at 9:00 am

43414 Business Park Drive Temecula, CA 92590

37941 Rudall Ave. Palmdale, CA 93550

9921 Carmel Mountain Road #170 San Diego, CA 92129

11560 Elizabeth Lake Road, Leona Valley, CA 93551



Elite Academic Academy - Lucerne November 4, 2021

Board Of Directors - Elite Academic Academy - Lucerne

Meeting Location

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

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

following dial-in numbers and/or internet link: Join Zoom Meeting
[https://eliteacademic.zoom.us/j/97566202696?](https://eliteacademic.zoom.us/j/97566202696?pwd=R2daZzJSNnZPNUV3Nk83K0diZXJtUT09)
pwd=R2daZzJSNnZPNUV3Nk83K0diZXJtUT09 Meeting ID: 975 6620
2696 Passcode: 920373. One tap mobile
+16699009128,,97566202696#,,,,*920373# US (San Jose) Passcode:
920373

Time:

1.0 Call To Order

Roll Call:
Susan McDougal, Cody Simms, Kent Christensen

2.0 Approve/Adopt the Agenda

It is recommended the Board of Directors adopt as presented the agenda for the Board Meeting of November 4, 2021.

Motion: Second:
Vote:

3.0 Public Comment -Closed Session

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

4.0 Adjourn to Closed Session

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

5.0 Closed Session

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

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

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

Time:

6.0 Pledge Of Allegiance

Led By:

7.0 Open Session

8.0 Public Comment

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

9.0 General Functions

9.1 Informational Items

A. CEO Report

[Oct 2021 CEO Report EAA-LU.pdf](#)

9.2 Consent Agenda

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

Motion: Second:
Vote:

A. Meeting Minutes from October 7, 2021 and October 28, 2021

[EAA-LU 10.07.21.pdf](#)

[EAA-LU Special Meeting 10.28.2021.pdf](#)

B. Warrant Register

[WarrantRegisterLU_Oct21.pdf](#)

C. New Instructional Services Community Partners

[Elite Academic Instructional Service Community Partner_Nov_2021.xlsx - VCI Community Partners.pdf](#)

D. New Educational Materials Community Partners

[Elite Academic Educational Materials Partner_Nov_2021.xlsx - EM Partners.pdf](#)

E. Job Descriptions

[JD Academic Innovation - Temporary IT Support \(pending\).pdf](#)

[JD At Promise Director \(pending\) .pdf](#)

[JD Career Technical Education \(CTE\) Teacher \(pending\).pdf](#)

[JD CTE Liaison - Athletic Lead \(pending\) .pdf](#)

JD Lead Teacher (rider to TOR or Content Teacher JD)
(pending).pdf

JD Content Teacher (pending).pdf

JD Teacher of Record - Virtual (pending).pdf

JD Teacher of Record - Flex (pending).pdf

JD Teacher of Record - Homeschool (pending).pdf

JD IT - Technology Support Coordinator (pending) .pdf

10.0 Personnel Services

10.1 Employee Change of Relationship

It is recommended that the Board ratify the following Employee Changes of Relationship for Elite Academic Academy - Lucerne.

Motion: Second:
Vote:

2122331.pdf

2122332.pdf

2122339.pdf

2122336.pdf

2122329.pdf

2122033.pdf

2122340.pdf

2122097.pdf

2122344.pdf

2122343.pdf

2122018.pdf

2122317.pdf

2122337.pdf

21221119.pdf

2122333.pdf

2122076.pdf

2122052.pdf

2122323.pdf

11.0 Business Services

11.1 DocuSign Contract 21-22

It is recommended that the board approve the following DocuSign Contract 21-22 for Elite Academic Academy - Lucerne.

Motion: Second:
Vote:

DocuSign Contract 21-22.pdf

11.2 CA Colleges Service Contract

It is recommended that the board ratify the following California Colleges Service Contract for Elite Academic Academy - Lucerne.

Motion: Second:
Vote:

EAA-LU AB 1584 CA Colleges.pdf

11.3 Updated Insurance Policies

It is recommended that the board approve the following updated Insurance Policies for Elite Academic Academy - Lucerne.

[EAA Insurance Policy-Umbrella Policy Increased coverage \(to include Abuse & Molestation\).pdf](#)

[EAA Updated Insurance Policy - Employee Dishonesty Coverage.pdf](#)

Motion: Second:
Vote:

11.4 State of Emergency Policy

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

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

Motion: Second:
Vote:

12.0 Educational Services/Policy Development

12.1 Math Placement Policy

It is recommended that the Board approve the following Math Placement Policy for Elite Academic Academy - Lucerne.

[Elite Math Placement Policy\(pending board approval\).pdf](#)

Motion: Second:
Vote:

12.2 Updated Suicide Prevention Policy

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

[Suicide Prevention Policy - Proposed Update Oct 2021.pdf](#)

Motion: Second:
Vote:

12.3 Updated Handbook of Suicide Prevention, Intervention, and Postvention

It is recommended that the board approve the Updated Handbook of Suicide Prevention, Intervention, and Postvention for Elite Academic Academy - Lucerne.

[Handbook of Suicide Prevention, Intervention, and Postvention - updated October 2021.pdf](#)

Motion: Second:
Vote:

12.4 Updated Social Media Cyber-Bullying Policy

It is recommended that the board approve the following Updated Social Media Cyber-Bullying Policy for Elite Academic Academy - Lucerne.

[EAA Social Media_Cyberbullying Notice & Procedures-Updated Oct 2021.pdf](#)

Motion: Second:
Vote:

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 is December 2, 2021 at 9:00 a.m.

15.0 Board Comments and Future Planning

Time:

16.0 Adjournment

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

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

Motion: Second:
Vote:

Elite Academic Academy

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



Monthly Update

October 2021

#BeElite

ELITE ACADEMIC ACADEMY



School: Elite Academic Academy-Lucerne
Authorizer: Lucerne Valley Unified School District
Leader: Ms. Meghan Freeman, CEO
Month: October 2021

October 2021

Essential Focus	Celebrate	On Target	In Progress
Student Work/Data	<input checked="" type="checkbox"/>		
Families/Community	<input checked="" type="checkbox"/>		
Curriculum Development		<input checked="" type="checkbox"/>	
Budget		<input checked="" type="checkbox"/>	

Celebration Areas:

- We are so thankful to our staff, students and families who helped us have a successful 2021 WASC visit. The visiting team was very impressed with all that we are doing.
- Our small group acceleration support groups started this month! The student support team is working very hard!



[Check Out the Homeschool October Newsletter Here](#)

Homeschool by the Numbers:

Lucerne: 181 students
Mountain Empire: 404 students
Total: 585 Homeschool students
Homeschool Elite Educators: 26

Teacher Updates

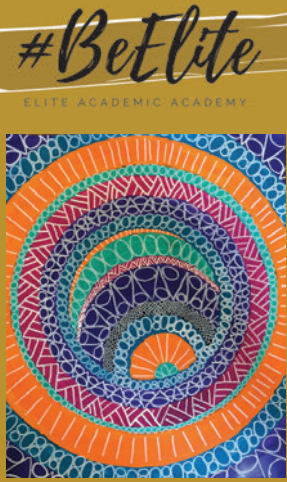
Learning Period 1 ended on October 8th, which means all Homeschool Elite Educators met with all families on their roster. **We set aside at least one hour per child to discuss progress, coursework, curriculum, discuss learning, what is working, goals, and what needs to change.** Based on the comfort level of parents and teachers, some of the meetings were able to be in-person, which was so fun and meaningful!

There are many brand new homeschooling families, so we are fostering a culture of constant communication with parents, and empowering families to be open and honest to allow us to best support their kiddos.

With the end of Learning Period 1 also means lots of compliance work for teachers. Homeschool Assistant Director Kris Mason hosted daily office hours the last two weeks of October for Teachers to drop-in to work alongside and ask questions about work samples, student portfolios and reports, state auditing, and more.

Intervention

Students who scored 2-3 grade levels below on the i-Ready Assessment are being closely monitored to ensure they are on a path to success. Teachers are working to train parents on how to teach objectives and fill gaps at home, while also providing tutoring opportunities and tracking progress on i-Ready MyPath and/or Fast ForWord.



Art Piece by 7th Grade Homeschool Student, Stella Glenn



Homeschool Academy Brothers Chance (left) and Noah (right) showing off their History diorama about Native Americans



Natalia Jimenez showing her teacher her science experiments from Bookshark during their in-person LP1 Meeting



Mrs. Baker's Science Synchronous Session. Her students learned about Capillary Action!

The Glenn Family Extracting DNA at home for Science

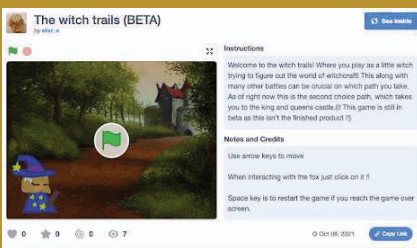
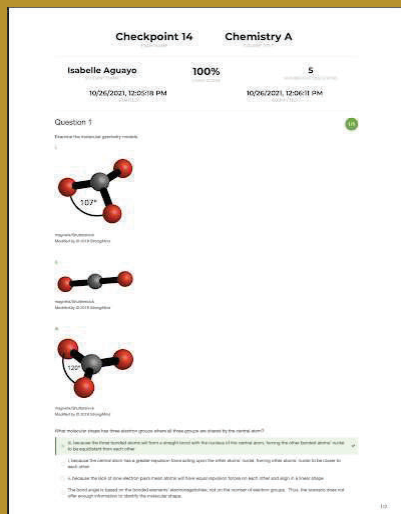


Isabella Jimenez showing off her Japanese Notes Journal she is keeping from her Time 4 Learning course



Chemistry

Our Chemistry students have been hard at work! Most recently they completed Checkpoint 14 which mirrored their knowledge of Identifying Different Bond Types. During their lab project, they were able to predict the bond type of a substance by examining its properties. Their understanding of their knowledge was demonstrated in the below Checkpoint. Below is an example of one of our student's work.



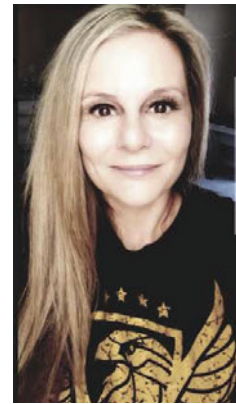
Harmonie Ponce is an 8th grader. She's extremely involved in her dance studio and practices throughout the majority of her week. She has been keeping up straight A's and has been enjoying learning about coding this year. She was excited to share the first CTE Scratch Coding Game project that she created on Scratch.mit and was sure to remind that this is only the "Beta" version of her game and she can't wait to continue working on it.

October 2021 Virtual Academy Updates

The first Fall Learning Period just ended with our wonderful Teachers of Record completing **290 student files for compliance, which means 290 learning period meetings with students and families!** Our Teachers of Record are continuing to support student academic and emotional growth by holding Synchronous Sessions, 1:1 tutoring, group tutoring, and weekly check-ins.

Teacher Highlight

Our amazing Teacher of Record, Cristina Planchon, hosts different tutoring sessions each week to meet the needs of all students. She works 1:1 with students and also holds group sessions. **She tutors not only her own students but offers her tutoring to all Virtual students. She has seen drastic improvements in her students' overall grades and confidence.** In addition, she hosted a Virtual Halloween Dance for our students!



Student Highlights

DaKari Phillips is a 7th grader who is new to Elite. He's been working really hard to bring his grades up at A's all year. He tries to attend the majority of his live sessions and is loving being involved in the Anime/Comic club. He shared he loves the ability to reach out to his teachers for support. He also enjoys sharing his Anime club discussions and insight with friends and family. Below is a recent Drawing assignment of buildings:



Mia Ysabelle Williams is in 10th grade and is new to Elite Academic Academy this year. She has had straight A's in all her classes every single week since we started in September. She has never missed a weekly meeting with her Teacher of Record, Regina Rivero, and she attends all her live sessions with her content teachers. She is an amazing student and works so hard! Below is a sample from one of her recent English assignments.





Flex Teacher Updates

Flex teachers continued building connections during the month of October. **This month teachers also used i-Ready results to give targeted support to students below grade level.** They are working on providing differentiated instruction to students in their small groups. Teachers also held progress check meetings with students struggling in their classes. They worked with parents to develop a plan to support their students. They created new goals for students and revised pacing guides to fit the individual needs of each student. Teachers held study sessions for students behind in their courses and rearranged their schedules to support students as the first Track B learning period ended.

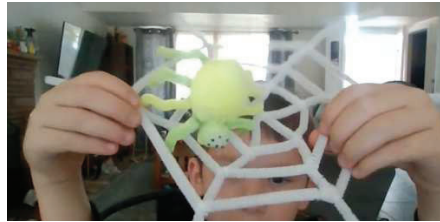
Flip Grid Fridays

Students are having fun participating in the Flex Flip Grid Friday activities. This is a creative way for students to use technology to complete projects, activities, and answer prompts. Students' unique differences and talents are celebrated and students are encouraged to have fun being themselves in this safe environment. Teachers review student posts with their entire class weekly or every other week.

Breakfast Challenge: Time Traveler



STEAM Challenge: All About Spiders



Flex Student Shout Outs

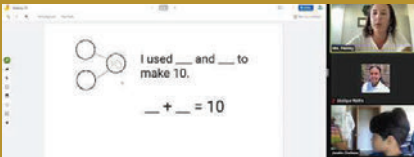
Flex would like to give a huge shout to Dakota. **Dakota increased 5 grade levels on her i-Ready Math diagnostic assessment!** This is a huge testament to her teacher of record Mr. Thomas, Math content teacher Aimee Moore, and our Hope community partner tutors. Together they created a plan for Dakota and executed it beautifully. Dakota is currently taking high school Geometry and is excelling in the class. She is a kindness Ambassador and we are so proud of the growth she has accomplished in such a short period of time.



Synchronous Sessions

On average Flex teachers spent 393 hours a week combined in synchronous sessions!

Attendance at the sessions is steadily increasing and students are enjoying their time with their teachers. Teachers are using a variety of strategies and tools to engage students and increase learning.



In-Person Field Trips

Flex teachers, students, and parents had a blast at the USS Midway and pumpkin patch field trips this month.





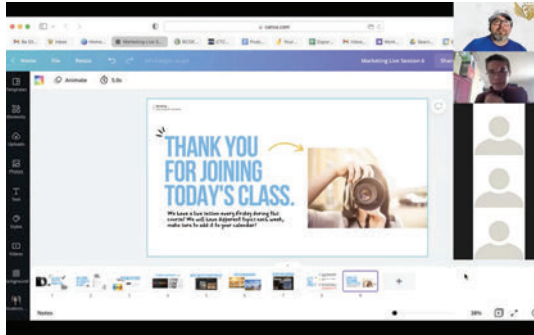
Elite CTE - Marketing and Podcast

Lead: Mr. Nolan Smith
Director: Ms. Ashlea Kirkland- Haynes

Marketing Update

Students have been working on a number of different assignments across the various classes in the CTE Marketing Academy. **Assignments include conducting a SWOT analysis of a company (a live SWOT analysis was conducted during a live session as well), infographics about social responsibility, and logo and branding creation in Digital Publishing.**

In Scratch Coding, students have continued to expand their skills using the online based program, creating more advanced animations and games by using coding. In the History of Gaming and Esports, students are working their way through the history of console gaming-currently working on PlayStation and Xbox.



Logo

For my logo I chose the fonts "Eczar SemiBold" and "Benedict" to show a little contrast and to make my design look simple and pretty.



Martha Ramos

The Be Elite Podcast is off to a great start for our second season!

More students have joined the club, ranging from elementary to high school students. The second episode of the school year will debut this Friday on YouTube, which is the music episode featuring our VAPA Lead Teacher Mrs. Ciceri. Students talk about their love of music and even share some of their talents during the podcast episode.

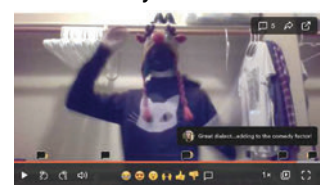
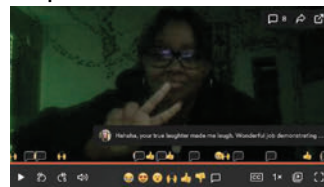
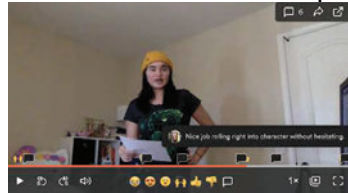
In production is our Anti-Bullying episode, where our students, as well as school counselor Ms. Lively, tackle the hard topic of bullying in this day and age. Students open up about their experiences, as well as the impact bullying has in their lives.



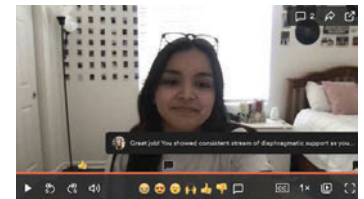
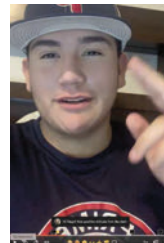
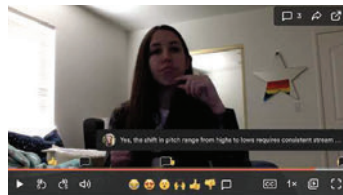


Students in the CTE Acting and Choir courses have been learning and applying the Art of Curation to help them evaluate and reflect on their past notetaking strategies, a lesson designed to support them in all their subjects and lifelong learning. **Many students described the concept of curation as a totally new learning approach that helps them interpret the skills they are learning as more relevant to all career industries, not only the performing arts.** 9th grader Michael shared, "The Art of Curation is something I've been doing for a long time without realizing what it was. It's probably why I still remember things! This lesson was helpful for me as a learner in other areas, because lately I have been forgetting things. Now I can use this strategy to connect lessons to other things in my life. Curating is definitely a relevant skill for student actors because they need it to remember what they learn in class, and making connections to their own emotions can help them become a better actor."

Below, students Caleb, Cydney, Michael, and Sage bundle-up and show off their awesome personalities in Acting A to interact and build chemistry in the Snowball Fight activity, requiring them to practice expressive communication and vulnerability.

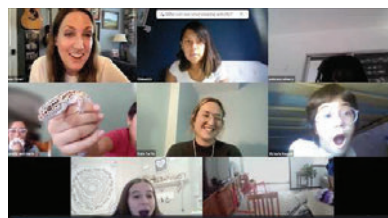


Below are images of Choir students Maleyna, Savannah, and Diego courageously 'going for it!' to demonstrate their current ability in breath support with variation in range by applying research they read in an article about the benefits of playful learning -- at any age!



Student Savannah stated in her reflection, "I had never thought about "playfully learning" for adults and teens. The two main takeaways I had from Butterfield's article were: Playfully learning is another form of curation. It helps people retain and remember what they are learning. When learning is made fun, the information sticks. My other main takeaway is: That playfully learning is not for everyone. There were people in the article who didn't enjoy this experiment. They take themselves too seriously and were too embarrassed to let themselves play. I may have fallen into that category. I have a habit of taking myself too seriously. I had fun lip buzzing. So I would say that's what I "geeked out" most about. Before recording, I was able to lip buzz with Celine Dion much better. That's how it always is when you put a camera on yourself. The pressure can get to you."

The enrichment VAPA clubs CoreUs and ArtSeen Club continue to create a positive and supportive space where students feel empowered to share their unique talents and interests with a growing number of peers to create new growth experiences:





Adventure Academy (CTE)

Fall has been a busy time in the Adventure Academy; hands-on projects and live sessions engaged students this month, while curriculum writing and refining content has been happening behind the scenes. **Students in Intro to Surfing have been actively engaged by practicing their surfing movements and creating infographics for proper surfboard handling. Course materials have been delivered and the class is eager to open their packages and start experimenting with materials like surfboard wax, EPS foam and fiberglass as we move into new content.** Students in Mechanics of Surfing have similar things to look forward to as the micro-surfboard project is right around the corner and will fill up their class time until Thanksgiving break. In the background, Mr. Olson has been writing course content for Boating Careers, a course that focuses on introducing students to opportunities within marine-based industries. In this course, this student will earn their California Boating License, a requirement for anyone that would like to operate a motor boat in the state. Elite aims to offer this course in the Spring as a way to support our water-based recreation & tourism pathway.



Quest Crew

The Quest Crew convened for a festive monthly Wild Side meeting in a forest of fall colors. Staff and students join in as Mr. Olson introduced the group to the tree species that were producing the myriad of vibrant foliage, and the species that were green year-round. The meeting focused on identification of trees, such as vine maple and grand fir, and differentiation of similar species, like counting the needle bundles of pines for a clue as to which type we found. Topics of ideal environments to find certain species and specific medicinal or nutritional qualities were also discussed. **Students responded with interest and appreciation for the beautiful scenery and chimed in with comments and remarks throughout the meeting, sharing even more exuberance for the upcoming events in November.** The Quest Crew has its next virtual meeting planned for November 10th, where the crew will go animal tracking and talk about dressing for the cold. This meeting will preface the following in person meetings to prepare students for cold mountain conditions. On November 16th, the Quest Crew is holding a family hike along the Santa Margarita River near Fallbrook and on November 17th Elite will be reconvene for a full day adventure at Pali Institute in the San Bernardino Mountains!



MakerSpace

The MakerSpace had its second meeting of the year on October 4th and engaged students through experimentation and exploring materials through different challenges. During this club meeting, students explored ideation through sculpture and how they can use easily found items to prototype solutions. Students were frontloaded with concepts like the relationship of form & function before jumping into hands-on exercises! Mr. Olson introduced several materials one can use to ideate their thoughts, such as bailing wire, foam, clay and paper. **Emphasis on material experimentation culminated as students were split up into groups where they had to problem solve with their teammates. Each group was given a different challenge to overcome, all of which involved creating some sort of support for a book.** Student's worked in independent groups for 15 minutes until the breakout rooms ended and the entire club came together to share solutions. The meeting ended with introducing the agenda for November's MakerSpace - shop safety & protocol.





Lead: Mr. Andy Allanson

Director: Ms. Ashlea Kirkland- Haynes

Clubs Coming Soon
Elite Xtreme Sports Club



Elite 4th Grader, Anthony Lupo at Florida racetrack. This past year, he competed in the Moto-America Mini Cup series and placed 4th overall in his rookie year. Way to BeElite# Ant!!!



Elite Martial Arts & MMA Club
Lucas & Marco Santospirito inching closer to earning their Black Belts!!!

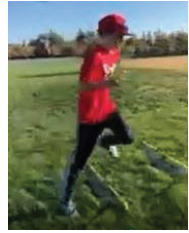
FitBit

Elite 579 Club members are receiving Fitbits!!! School-wide Fitbit Challenge scheduled Nov. 8th.



Physical Education

Elite 6th grader catcher Caleb Taggart prepares for the upcoming baseball season with Pro-Trainer, Bradley Randle of Skyhawks Sports Academy. Skyhawks Sports Academy delivers year-round PE, Sports & Fitness programs at D-Bats Temecula that run September through June and have been developed to provide a safe traditional school alternative.



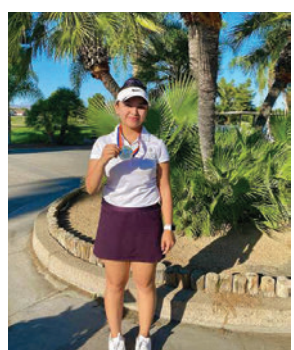
EERC

Team Captain, Shreya Sakthivel prepares for Elite's 1st appearance in the Interscholastic Equestrian League (IEL). **The Elite Equestrian & Riding Club will compete Nov 7th @ Hansen Dam Horse Park.**



Elite Golf Club

Lucas & Marco Santospirito are enjoying the perks and benefits of their Southern California Golf Association Golf Pass. While at Tahquitz Golf Resort, Elite senior Maleyna Gregorio, shot 76 (+2) to finalize another 2nd place finish. **Maleyna is currently preparing for the California Junior Amateur.**

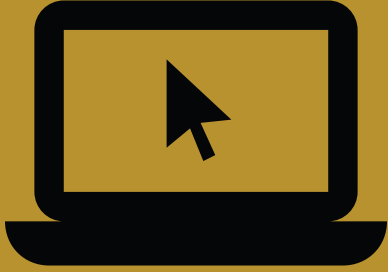




Elite Academic Innovation Department

Director: Dr. Laura Spencer

Leads: Mr. Christopher Waithe (IT) and Ms. Kiley Allen (Marketing)



Content Teachers

As our content teachers continue to refine their live session lessons, not only is attendance increasing but so is academic success for the students attending the sessions. **To help Teachers of Record support the classes, a Content Teacher monthly newsletter was created which describes upcoming projects and academic skills TORs can reinforce during their synchronous sessions.**

Technology

Staff updated equipment swap is currently in progress! **Returning staff that have 2017 Macbooks are receiving new laptops, as well as document cameras and scanners.** We are also adding more features and items are being added to the JAMF portal and accessible to the staff.

As part of the Nextiva transition, office phones are being tested and set up throughout both offices. For remote staff, phones are shipped to them along with instructions for productivity.

Marketing

We had 45 events for our students, parents and staff on our school calendar for the month of September. Our top events were Family Paint Night with Community Partner CeCe's Artistic Touch for a fun canvas painting instruction and the USS Midway In-Person Field Trip where families and staff boarded the aircraft carrier for an afternoon of learning!

Social Media Reach – September 27th – October 24th, 2021

- 82.7k Facebook Page Reach 100% increase from last month
- 23.9k Instagram Page Reach 68.2% increase from last month
- 48 New FB Page Likes 118% increase from last month
- 50 New IG Followers 5% increase from last month
- 5.2k Facebook Post Engagement 77% increase from last month
- 52 New FB Page Followers 117% increase from last month
- Top Cities Reached this Month: San Diego, Indio, Los Angeles

Social Media

Here are our top two social media posts for the month of October:



Elite Academic Academy
Posted by HeroPost
Sep 27 · 🌐

Our students received a private tour of San Diego State University and they learned so much about the campus and school offerings! Than... See More



Elite Academic Academy
Posted by HeroPost
Oct 6 · 🌐

WHAT A BLAST! Elite's Adventure Lead Mr. Olson hosted a beach day, trip to the CA Surf Museum, and two separate hikes for our awesom... See More





Elite Student Support Services Department

Mrs. Karen Makkai, Ms. Jen Edick, Ms. Antonette Sims

At-Promise

Small Group Intervention began for 115 students this month who were identified as being two or more grade levels below in ELA, Math or both. We are offering 38 small group courses throughout the week with our Elite academic coaches.

Participation in the Study Buddies program has increased significantly giving students a quiet place to study together virtually with their peers. A second day/evening during the week has been added as requested by students. Kindness Ambassadors are also meeting regularly and have already hosted two well attended and super fun, high energy lunch bunch groups.

Small Group Intervention Courses - Learning Period 2

Students Enrolled in Small Group Intervention			
Grade Level	ELA	Math	Total
2-5	26	10	36
6-8	25	14	39
9-12	5	35	40
Total	55	58	115

Assessment

Beginning-of-the-year assessments continued

	At or above level	1 level below	2+ levels below
Reading (775 tested)	43%	25%	32%
Math (796 tested)	16%	34%	40%

Initial ELPAC - 10 out of 11 Initial ELPACs completed

The first Parent Empowerment Workshop was held to inform parents of the services available from the Student Support Team and to brainstorm what parents would like to see more of from Elite. We also shared ESSER III fund plan.

Special Education

The Special Education department has completed all of the 30-day IEP meetings and are working hard to continue providing great support for our students. **In addition to providing the services outlined in the IEP, our team has been busy connecting with families to ensure that the students are progressing within our setting.** As an organization, Elite has been focusing on the implementation of a tiered approach for support. This has allowed us to collect data and really get to know the needs of our students.

Who we are...

We foster positive

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

What we do...

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

Parent Empowerment Session
October 20th
12noon
Hosted by Student Support Services

Partnering for Success
Learn about: School goals and the support available for students and families
Also: Provide feedback on Emergency Funding (ESSER III)

ELITE ACADEMIC ACADEMY





October has seen an increase in the amount of individual counseling for students' mental health needs. Between our school social worker and school counselor, we are proud to have provided 44 total hours of face-to-face individual counseling in October!

To address the increasing number of hours needed to support student mental health, the counseling team is beginning to plan small group counseling. They are collecting interest and perceived needs from teachers as the foundation for group creation. These groups will launch next semester so we can reach more students in need of support!



Small Group Counseling - Interest Form (teachers)

Please complete this form to let Nicole and Melissa know what needs you see in your students, so that we know which small group topics would be the most helpful.

For any questions, please email nlively@eliteacademic.com and mschulze@eliteacademic.com.

Thank you for taking the time to share your insight!




The counseling department held a **"Boosting Motivation" family wellness webinar, which provided hands-on tips and tricks for families to boost their student's motivation in our independent study format.** The recording is on the website alongside further resources for families who want to view it at their own pace.



The counseling department offered info sessions for students and families to assist with adjusting to new expectations in high school. **Additionally, Senior Night for the Class of 2022 provided important information about graduation, college applications, and financial aid.**



Elite Accomplishment Summary

- 
 With a focus on **Aligned Resources** we hosted the WASC committee and look forward to a successful renewal.
- 
 With a focus on **Responsive Instruction** we analyzed our data and implemented targeted acceleration small groups for students.
- 
 With a focus on **Shared Leadership** we are beginning the Marzano accreditation process!



Grade Span	Track B (Projected Enrollment)
Tk-3	177
4-6	126
7-8	119
9-12	177
Total	599

**As of 10/29/21 not including Track A*

Goals For November

- Successfully **launch our tutoring platform**.
- Implement **additional in person and parent support based on feedback**.
- Hold **round table leadership discussions based on LP1 data** to ensure alignment with school goals, increased support in areas of weakness and targeted plans to ensure progress.





Elite Academic Academy - Lucerne

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

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

October 7, 2021 at 9:00 am

43414 Business Park Drive Temecula, CA 92590

37941 Rudall Ave. Palmdale, CA 93550

9921 Carmel Mountain Road #170 San Diego, CA 92129

11560 Elizabeth Lake Road, Leona Valley, CA 93551



Elite Academic Academy - Lucerne October 7, 2021

Board Of Directors - Elite Academic Academy - Lucerne

Time: 9:02 a.m.

1.0 Call To Order

Roll Call:

Susan McDougal, Cody Simms, Kent Christensen

Present Present Present

Cody Kent

Motion: Second:

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

2.0 Approve/Adopt the Agenda

It is recommended the Board of Directors adopt as presented the agenda for the Board Meeting of October 7, 2021.

3.0 Public Comment -Closed Session

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

4.0 Adjourn to Closed Session

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

5.0 Closed Session

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

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

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

Time: 9:03 a.m.

6.0 Pledge Of Allegiance

Led By: **Kent Christensen**

7.0 Open Session

8.0 Public Comment

Please submit a request to speak to the Board of Directors. Cards can be asked for by emailing galtamirano@eliteacademic.com. Please complete and return the form for agenda items or non-agenda items, prior to the meeting. Not more than three (3) minutes are to be allotted to any one (1) speaker, and no more than twenty (20) minutes on the same subject. This portion of the agenda is for comments, recognitions and reports to the Board and is not intended to be a question and answer period. If you have questions for the Board, please provide the Board President with a written copy and an administrator will provide answers at a later date.

9.0 General Functions

9.1 Informational Items

A. CEO Report

[State Assessment Report.pdf](#)

[EAA-LU CEO Report Sept. '21.pdf](#)

9.2 Consent Agenda

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

A. Meeting Minutes from August 5, 2021 and September 2, 2021

[8.05.21 EAA-LU Minutes.pdf](#)

[09.02.2021 EAA-LU Minutes.pdf](#)

B. Warrant Register

[WarrantRegisterLU_Sep21.pdf](#)

C. New Instructional Services Community Partners

[Elite Academic Instructional Service Community Partner_Oct_2021.xlsx - VCI Community Partners.pdf](#)

D. New Educational Materials Community Partners

[Elite Academic Educational Materials Partner_Oct_2021.xlsx - EM Partners.pdf](#)

Cody Kent

Motion: Second:

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

10.0 Personnel Services

10.1 Employee Change of Relationship

It is recommended that the Board ratify the following Employee Changes of Relationship for Elite Academic Academy - Lucerne.

[21220052.pdf](#)

[21220075.pdf](#)

[21220122.pdf](#)

[21220344.pdf](#)

[21221119\(1\).pdf](#)

10.2 Employee Contract Addendums

It is recommended that the Board ratify the following Employee Contract Addendums for Elite Academic Academy - Lucerne.

[21220020.pdf](#)

[21220046.pdf](#)

[21221119.pdf](#)

Kent Cody

Motion: Second:

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

Cody Kent

Motion: Second:

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

10.3 Employee Releases and Resignations

It is recommended that the Board ratify the following Employee Releases and Resignations for Elite Academic Academy - Lucerne.

[21220036.pdf](#)

[21220056.pdf](#)

[21220288.pdf](#)

[21220309.pdf](#)

[21220310.pdf](#)

Kent Cody

Motion: Second:

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

11.0 Business Services

12.0 Educational Services/Policy Development

*Opened with item 12.2 and voted on both items.

12.1 Updated Transitional Kindergarten Policy

It is recommended that the Board approve the following Updated Transitional Kindergarten Policy for Elite Academic Academy - Lucerne.

[Transitional Kindergarten - Board Policy Draft updated 9_21.pdf](#)

Cody Kent

Motion: Second:

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

12.2 Parent and Family Engagement Policy

It is recommended that the Board approve the following Parent and Family Engagement Policy for Elite Academic Academy - Lucerne.

[Parent and Family Engagement Policy 21.22.pdf](#)

Cody Kent

Motion: Second:

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

12.3 ESSER III Plan

It is recommended that the Board approve the following ESSER III Plans for Elite Academic Academy - Lucerne.

[ESSER III EAA-LU 21-22.pdf](#)

Kent Cody

Motion: Second:

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

*Opened with item 12.5 and voted on both items.

12.4 504 Template

It is recommended that the Board approve the following 504 Template for Elite Academic Academy - Lucerne.

[504 Form.pdf](#)

Kent Cody

Motion: Second:

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

12.5 SST Template

It is recommended that the Board approve the following SST Template for Elite Academic Academy - Lucerne.

[SST Form.pdf](#)

Kent Cody

Motion: Second:

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

12.6 Independent Study Policy - Updated

It is recommended that the Board approve the following Updated Independent Study Policy for Elite Academic Academy - Lucerne.

[IS Policy - EAA LU.pdf](#)

Cody Kent

Motion: Second:

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

13.0 Report of Action Taken in Closed Session

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

14.0 Calendar

The next scheduled meeting is November 4, 2021 at 9:00 a.m.

15.0 Board Comments and Future Planning

Time: 9:31 a.m.

16.0 Adjournment

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

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

Kent Cody

Motion: Second:

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

Staff Present

Meghan Freeman

Tracy Hasper

Gena Altamirano

Dr. Laura Spencer

Teresa Schaffer

Antonette Sims

Adam Woodard

Ashlea Kirkland-Haynes

Monique Waithe



Elite Academic Academy - Lucerne

Please join my meeting from your computer, tablet or smartphone.
Join Zoom Meeting ID: 91518028092 Passcode: aXlliU4F6y (US)
+1 253- 215-8782 Passcode: 9169620713

October 28, 2021 at 9:00 am

43414 Business Park Drive Temecula, CA 92590

37941 Rudall Ave. Palmdale, CA 93550

9921 Carmel Mountain Road #170 San Diego, CA 92129

11560 Elizabeth Lake Road, Leona Valley, CA 93551



Elite Academic Academy - Special Meeting, Lucerne October 28, 2021

Time: 9:01 am

1.0 Call To Order

Roll Call:

Susan McDougal, Cody Simms, Kent Christensen

Present Present Present

Kent Cody

Motion: Second:

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

2.0 Approve/Adopt the Agenda

It is recommended the Board of Directors adopt as presented the agenda for the Board Meeting of October 28, 2021.

3.0 Public Comment -Closed Session

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

4.0 Adjourn to Closed Session

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

5.0 Closed Session

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

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

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

Time: 9:02 am

6.0 Pledge Of Allegiance

Led By:

Susan McDougal

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-agendized 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

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

9.1 Information Items

Motion: Second: Vote: **Vote not required for this item.**

Brown Act Training

Our legal counsel will be holding a Ralph M. Brown Act Training for all board members. Members of the public are welcome to attend and view the training.

[Brown Act Training 2021-2022.pdf](#)

10.0 Personnel Services

Time: 9:52 am

11.0 Business Services

12.0 Educational Services/Policy Development

13.0 Report of Action Taken in Closed Session

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

14.0 Calendar

The next regularly scheduled meeting is November 4, 2021 at 9:00 am.

15.0 Board Comments and Future Planning

Time: 9:54 am

16.0 Adjournment

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

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[Kent](#) [Cody](#)

Motion: Second:

Vote:

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

Staff Present:

Meghan Freeman

Gena Altamirano

Elite Academic Academy - Lucerne

Date	Vendor Name	Account Name	Ref Number	Amount
9/1/2021	FEDEX 422337105	Postage & Delivery - Educational	Credit Card 140	\$24.24
9/2/2021	MOLLY MAID OF SADDLEBACK	Janitorial Services	Credit Card 140	\$126.00
9/4/2021	CUBESMART 713	Rent - Facilities Lease	Credit Card 140	\$228.00
9/4/2021	ADOBE ACROPRO SUBS	Technology Services & Software - Business	Credit Card 140	\$690.71
9/6/2021	PURCHASE INTEREST CHARGE	Interest	Credit Card 140	\$13.45
9/7/2021	FEDEX 422795980	Postage & Delivery - Educational	Credit Card 140	\$68.31
9/9/2021	ADOBE ACROPRO SUBS	Technology Services & Software - Business	Credit Card 140	\$14.12
9/9/2021	APPLE.COM/US	Technology Equipment - Staff	Credit Card 140	\$3,760.61
9/9/2021	APPLE.COM/US	Technology Equipment - Staff	Credit Card 140	\$447.00
9/10/2021	MOLLY MAID OF SADDLEBACK	Janitorial Services	Credit Card 140	\$126.00
9/10/2021	PY *Sand Canyon Self Stor	Rent - Facilities Lease	Credit Card 140	\$189.00
9/10/2021	GRASSHOPPER.COM	Phone / Internet / Website Fees	Credit Card 140	\$110.01
9/13/2021	MSFT * E0300FJ0L4	Technology Services & Software - Business	Credit Card 140	\$338.25
9/16/2021	MOLLY MAID OF SADDLEBACK	Janitorial Services	Credit Card 140	\$126.00
9/17/2021	MSFT * E0300FVAJP	Technology Services & Software - Business	Credit Card 140	\$338.25
9/18/2021	ADOBE ACROPRO SUBS	Technology Services & Software - Business	Credit Card 140	\$9.02
9/21/2021	FEDEX 424256615	Postage & Delivery - Educational	Credit Card 140	\$22.46
9/21/2021	TARGET.COM *	Core Teaching/Student Supplies	Credit Card 140	\$136.10
9/23/2021	MOLLY MAID OF SADDLEBACK	Janitorial Services	Credit Card 140	\$126.00
9/23/2021	J2 EFAX SERVICES	Technology Services & Software - Business	Credit Card 140	\$16.95
9/29/2021	SAN DIEGO COUNTY SUPERINT	Registration Fees - conferences	Credit Card 140	\$175.00
9/29/2021	FEDEX 425352568	Postage & Delivery - Educational	Credit Card 140	\$22.86
9/29/2021	FEDEX 425248339	Postage & Delivery - Educational	Credit Card 140	\$12.84
9/30/2021	MOLLY MAID OF SADDLEBACK	Janitorial Services	Credit Card 140	\$126.00
10/1/2021	All About Learning Press, Inc.	Approved Core Curriculum, Teacher Manuals	908590	\$26.80
10/1/2021	All About Learning Press, Inc.	Approved Core Curriculum, Teacher Manuals	908589	\$104.90
10/1/2021	Beautiful Feet Books, Inc.	Approved Core Curriculum, Teacher Manuals	15524	\$238.39
10/1/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31159256	\$211.91
10/1/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31165398	\$58.48
10/1/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31166213	\$247.71
10/1/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31166203	\$113.20
10/1/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31166329	\$534.35
10/1/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31167751	\$187.45
10/1/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31167699	\$166.99

Elite Academic Academy - Lucerne

10/1/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31167723	\$187.98
10/1/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31167702	\$187.45
10/1/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31167729	\$274.78
10/1/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31167752	\$187.98
10/1/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31167721	\$163.07
10/1/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31167776	\$270.39
10/1/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31168605	\$255.13
10/1/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31169448	\$46.79
10/1/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31169467	\$187.45
10/1/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31169419	\$180.17
10/1/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31168975	\$89.97
10/1/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31169469	\$187.45
10/1/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31169436	\$219.64
10/1/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31169449	\$46.79
10/1/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31168575	\$252.78
10/1/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31168579	\$272.90
10/1/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31169613	\$568.21
10/1/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31169582	\$469.79
10/1/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31169623	\$649.80
10/1/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31171018	\$850.03
10/1/2021	Home Science Tools	Approved Core Curriculum, Teacher Manuals	341264	\$171.65
10/1/2021	Home Science Tools	Approved Core Curriculum, Teacher Manuals	341263	\$146.04
10/1/2021	Home Science Tools	Approved Core Curriculum, Teacher Manuals	341690	\$75.86
10/1/2021	Home Science Tools	Approved Core Curriculum, Teacher Manuals	341689	\$66.15
10/1/2021	Home Science Tools	Approved Core Curriculum, Teacher Manuals	343117	\$92.80
10/1/2021	Home Science Tools	Approved Core Curriculum, Teacher Manuals	343116	\$114.55
10/1/2021	Home Science Tools	Approved Core Curriculum, Teacher Manuals	343118	\$125.95
10/1/2021	Home Science Tools	Approved Core Curriculum, Teacher Manuals	343111	\$266.70
10/1/2021	Little Passports, Inc	Approved Core Curriculum, Teacher Manuals	117038492	\$51.61
10/1/2021	Pandia Press	Approved Core Curriculum, Teacher Manuals	27508	\$202.96
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3498878	\$158.91
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3528217	\$826.28
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3528759	\$109.50
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3528184	\$530.63
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3528768	\$38.21

Elite Academic Academy - Lucerne

10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3528326	\$259.09
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3528623	\$161.19
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3528298	\$141.25
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3528256	\$427.40
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3528243	\$783.26
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529147	\$25.76
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529042	\$25.76
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529232	\$26.19
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529500	\$97.33
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529146	\$25.76
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529379	\$44.62
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529279	\$26.06
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529602	\$329.47
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529263	\$44.62
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529269	\$44.62
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529037	\$131.64
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529064	\$25.76
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529491	\$104.02
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529080	\$107.96
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529624	\$276.88
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529429	\$26.06
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529161	\$26.06
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529532	\$712.97
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529293	\$26.06
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529025	\$44.03
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529096	\$130.53
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529428	\$222.73
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529460	\$44.87
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529111	\$26.19
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529594	\$280.06
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529580	\$25.76
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529222	\$26.06
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529074	\$25.76
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529142	\$115.27
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529454	\$44.87

Elite Academic Academy - Lucerne

10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529070	\$26.19
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529097	\$25.93
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529089	\$25.76
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529587	\$96.55
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529600	\$240.06
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529410	\$26.19
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3530250	\$530.89
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529398	\$26.19
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529470	\$25.76
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529528	\$101.95
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3529060	\$25.93
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3534956	\$25.76
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3534961	\$25.76
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3534907	\$119.58
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3534925	\$26.19
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3534970	\$25.93
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3534946	\$237.96
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3541827	\$26.19
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3542124	\$339.87
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3542159	\$350.91
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3541811	\$20.93
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3542161	\$230.55
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3543172	\$27.02
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3543536	\$149.27
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3543594	\$176.57
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3543539	\$25.93
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3543523	\$64.20
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3543531	\$64.73
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3543590	\$31.26
10/1/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3543501	\$169.52
10/1/2021	Singapore Math Inc.	Approved Core Curriculum, Teacher Manuals	439510	\$108.04
10/1/2021	Singapore Math Inc.	Approved Core Curriculum, Teacher Manuals	439909	\$176.30
10/1/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	404413	\$66.04
10/1/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	404377	\$65.59
10/1/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	404414	\$66.04

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10/1/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	409941	\$32.27
10/1/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411650	\$64.54
10/1/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411690	\$65.59
10/1/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411802	\$65.59
10/1/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411872	\$64.54
10/1/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411790	\$64.54
10/1/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411635	\$65.14
10/1/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411639	\$65.14
10/1/2021	The Regents of the University of California	Approved Core Curriculum, Teacher Manuals	96188	\$399.00
10/1/2021	Well Trained Mind Press	Approved Core Curriculum, Teacher Manuals	54529	\$102.64
10/1/2021	AssetGenie, Inc.	Technology Services & Software - Education	1585980	\$249.00
10/7/2021	Southern California Edison	Utilities - Gas/Electric/Water	0100ctSCE2021LU	\$173.99
10/12/2021	Cody Simms	Board Stipends - Attendance	100ct2021LU	\$300.00
10/12/2021	Susan Ann McDougal	Board Stipends - Attendance	100ct2021LU	\$300.00
10/12/2021	BranchÃ© Jones	Business Services	100121	\$1,500.00
10/13/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31159308	\$227.72
10/13/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31169433	\$182.60
10/13/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31173069	\$20.06
10/13/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31173344	\$76.14
10/13/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31174201	\$79.27
10/13/2021	Little Passports, Inc	Approved Core Curriculum, Teacher Manuals	117117810	\$170.49
10/13/2021	MEL Science U.S., LLC	Approved Core Curriculum, Teacher Manuals	NL2021091602	\$338.44
10/13/2021	Mimeo.com, Inc	Approved Core Curriculum, Teacher Manuals	1767954	\$151.14
10/13/2021	MoxieBox Art Inc.	Approved Core Curriculum, Teacher Manuals	7990	\$165.97
10/13/2021	MoxieBox Art Inc.	Approved Core Curriculum, Teacher Manuals	7989	\$294.94
10/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3488957	\$276.36
10/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3488836	\$961.16
10/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3498884	\$221.08
10/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3519682	\$706.65
10/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3525316	\$102.78
10/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3542047	\$31.37
10/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3541822	\$25.76
10/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3541848	\$25.76
10/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3541776	\$205.63
10/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3542054	\$31.37

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10/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3541838	\$25.76
10/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3541834	\$22.53
10/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3543599	\$88.68
10/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3543282	\$79.62
10/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3543257	\$173.57
10/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3543413	\$131.81
10/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3543208	\$21.51
10/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3546855	\$176.57
10/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3546854	\$46.64
10/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3546853	\$61.82
10/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3546851	\$21.58
10/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3552030	\$202.83
10/13/2021	Rightstart Math	Approved Core Curriculum, Teacher Manuals	384207	\$330.28
10/13/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	410406	\$64.54
10/13/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	410410	\$64.54
10/13/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	410411	\$64.54
10/13/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	410392	\$64.54
10/13/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	410404	\$64.54
10/13/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	410407	\$64.54
10/13/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	410420	\$32.80
10/13/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	410393	\$64.54
10/13/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	410408	\$64.54
10/13/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411599	\$65.14
10/13/2021	Kent Christensen	Board Stipends - Attendance	10Oct2021LU	\$300.00
10/13/2021	Pitney Bowes Global Financial Services LLC	Business Services	3105024465	\$176.07
10/13/2021	Lakeshore Learning Materials	Core Teaching/Student Supplies	1.18279E+11	\$428.55
10/13/2021	Lakeshore Learning Materials	Core Teaching/Student Supplies	5.41354E+11	\$55.11
10/13/2021	Melissa Martinelli	Educational Services	6	\$125.00
10/13/2021	Aflac	Health Insurance	433213	\$912.08
10/13/2021	Marsh & McLennan Agency, LLC	Workers Compensation	1622959	\$1,661.50
10/14/2021	McColgan & Associates, Inc	Special Education Services	4325	\$8,343.59
10/15/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	1FMT-R17C-GYT9	\$69.45
10/15/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	1YWH-Q7RH-3LGW	\$36.03
10/15/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	17JG-FYGW-R1YT	\$6.54
10/15/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	INMG-4Q6K-KGCC	\$4.00

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10/15/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	11D1-G3H1-TMND	\$98.93
10/15/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	1KHJ-7XVM-LLRJ	\$44.11
10/15/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	1MIJQ-C4N7-1FM9	\$195.90
10/15/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	11N3-3GD4-QM77	\$167.57
10/15/2021	Art of Problem Solving	Approved Core Curriculum, Teacher Manuals	222168	\$116.40
10/15/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31161281	\$151.38
10/15/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31161233	\$96.49
10/15/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31161239	\$136.34
10/15/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31164391	\$67.50
10/15/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31166972	\$51.11
10/15/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31169439	\$191.18
10/15/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31169146	\$89.97
10/15/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31169638	\$558.32
10/15/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31171278	\$202.09
10/15/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31173245	\$89.97
10/15/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31173343	\$82.78
10/15/2021	Crafty School Crates	Approved Core Curriculum, Teacher Manuals	20055	\$334.23
10/15/2021	Little Passports, Inc	Approved Core Curriculum, Teacher Manuals	117039735	\$314.70
10/15/2021	Little Passports, Inc	Approved Core Curriculum, Teacher Manuals	117039556	\$316.14
10/15/2021	MEL Science U.S., LLC	Approved Core Curriculum, Teacher Manuals	MC2021092012	\$300.84
10/15/2021	Mimeo.com, Inc	Approved Core Curriculum, Teacher Manuals	1769818	\$1,283.09
10/15/2021	Mimeo.com, Inc	Approved Core Curriculum, Teacher Manuals	1771253	\$85.55
10/15/2021	Nicole the Math Lady, LLC	Approved Core Curriculum, Teacher Manuals	3568	\$59.00
10/15/2021	Nicole the Math Lady, LLC	Approved Core Curriculum, Teacher Manuals	3569	\$59.00
10/15/2021	Nicole the Math Lady, LLC	Approved Core Curriculum, Teacher Manuals	3570	\$59.00
10/15/2021	Nicole the Math Lady, LLC	Approved Core Curriculum, Teacher Manuals	3786	\$59.00
10/15/2021	Nicole the Math Lady, LLC	Approved Core Curriculum, Teacher Manuals	3784	\$59.00
10/15/2021	Nicole the Math Lady, LLC	Approved Core Curriculum, Teacher Manuals	3783	\$149.00
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3519056	\$25.93
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3526706	\$559.20
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3525184	\$23.61
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3542033	\$853.44
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3542137	\$463.47
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3541785	\$173.80
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3542154	\$26.95

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10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3541754	\$25.76
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3542150	\$175.04
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3542157	\$203.48
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3543603	\$25.76
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3543421	\$131.81
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3543514	\$526.80
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3543434	\$40.02
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3543411	\$25.93
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3528780	\$376.83
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3543589	\$50.67
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3543520	\$21.88
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3543428	\$861.07
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3545472	\$180.32
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3545469	\$116.55
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3546866	\$194.99
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3546850	\$25.76
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3549485	\$313.66
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3551974	\$204.55
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3552348	\$107.96
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3551995	\$61.21
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3545478	\$136.30
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3552021	\$266.46
10/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3555803	\$75.41
10/15/2021	Rightstart Math	Approved Core Curriculum, Teacher Manuals	384318	\$230.45
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	404399	\$32.80
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	404407	\$64.54
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	404386	\$64.84
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	409934	\$65.14
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	409932	\$65.14
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	409935	\$65.14
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	410348	\$65.14
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	410315	\$64.54
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	410341	\$32.57
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	410382	\$64.54
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	410400	\$65.14

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10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	410390	\$66.04
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	410399	\$64.54
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	410396	\$65.14
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	410387	\$64.54
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	410403	\$65.14
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	410398	\$64.54
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	410389	\$64.54
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	410395	\$65.14
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	410397	\$65.14
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	410394	\$64.54
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	410402	\$64.54
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	410385	\$65.14
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	410401	\$64.54
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411323	\$64.54
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411793	\$65.59
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411812	\$32.80
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411717	\$65.14
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411714	\$66.04
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	413304	\$64.54
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	413059	\$32.80
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	414989	\$64.54
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	414999	\$64.54
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	415003	\$98.39
10/15/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	415001	\$32.27
10/15/2021	Prime Educational Solutions	Back Office Fees	1044	\$75,525.66
10/15/2021	Valley Office Equipment**	Copier Lease, Service, Toner & Repair	IN2109-1456	\$64.86
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1FV9-Q7GD-6JFQ	\$9.23
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	16DK-4RX4-P3RY	\$118.17
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1FJ4-NHTW-9QQTQ	\$19.28
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1V3T-V3WR-GVRW	\$29.19
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1MTN-P7HM-HKYY	\$9.41
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1RWR-DHQN-H3CC	\$28.99
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1RWR-DHQN-GX7N	\$28.54
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	133P-DWRY-936L	\$10.76
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1FJ4-NHTW-FL37	\$30.16

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10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	17JG-FYGW-GYP9	\$15.20
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	16K9-DVNG-1YD1	\$123.41
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	133P-DWRY-J4XG	\$11.05
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1V3T-V3WR-RXFW	\$25.32
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	17JG-FYGW-QQRM	\$10.94
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	133P-DWRY-RYKQ	\$69.82
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1FJ4-NHTW-NTGN	\$21.54
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1HVN-C4R3-HTFT	\$28.54
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1MTN-P7HM-JW74	\$15.20
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1YWH-Q7RH-47J1	\$18.57
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1YWH-Q7RH-6QKC	\$174.58
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	16GM-JJNH-YNRF	\$4.08
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1LHL-9V7R-Q9VG	\$29.75
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	13QW-W6WV-4P37	\$4.08
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	16K9-DVNG-XNVF	\$38.34
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	13QW-W6WV-MLHK	\$107.06
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1LL7-44YP-TR3V	\$62.37
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1KFN-19G3-PYQH	\$144.00
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	17TF-QMHK-YHVH	\$23.65
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1Vfy-CC7W-RMJL	\$145.31
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1LL7-44YP-XYQ1	\$62.37
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1Vfy-CC7W-PN1M	\$121.28
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	13QW-W6WV-YH6J	\$61.89
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1LL7-44YP-YDNR	\$272.96
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	16DK-4RX4-R6HH	\$119.54
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1LL7-44YP-RCMD	\$138.42
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1JQW-7CJG-F1PD	\$23.65
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1JQW-7CJG-6RYG	\$119.08
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	19XL-YVMP-KLFJ	\$140.49
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	13MD-MRVC-DX4W	\$23.87
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1JDY-46PC-DVQ9	\$62.44
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1MJL-9D67-6V3P	\$87.59
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1MJ1-XXD6-J3TH	\$4.12
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	13T3-1H79-3JRC	\$4.08
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	11TQ-YNNF-9HXR	\$14.83

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10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1D3W-1Q1X-KFML	\$146.82
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1LQL-FNW1-JJTG	\$147.12
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1RCG-RPG6-XDTK	\$4.08
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1WX7-3JRF-3N3W	\$42.84
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	13T3-1H79-KKG3	\$4.08
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1Y7D-QJNP-KMG7	\$15.18
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1KGF-QPKV-6HD7	\$4.08
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1RPF-T97Y-D69D	\$58.94
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1MHM-4PXQ-79H9	\$4.15
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1NWW-NHX1-74GY	\$4.15
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	164T-QRLT-TN3J	\$148.46
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	11D1-G3H1-QC9P	\$9.69
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	141X-D9JL-6HCM	\$8.96
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1Y1N-Y1XX-3YXR	\$211.44
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1JJ1-K6FL-PWDH	\$4.12
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1LLD-RRDR-CPFM	\$128.34
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1LLD-RRDR-7J3L	\$145.01
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	16JK-K7XK-JRPV	\$4.08
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1QN9-HMRD-9C4Q	\$143.69
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	19TX-RGJC-YQ6C	\$4.15
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1CIM-G9HW-7DQK	\$143.69
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1LP9-CXK7-94XW	\$145.01
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1L7L-YLX6-CFVL	\$145.01
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1LLD-RRDR-CKDV	\$146.03
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1L7L-YLX6-LNN3	\$86.99
10/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1CF3-H4QH-WQ1R	\$78.65
10/15/2021	Blick Art Materials	Core Teaching/Student Supplies	7064595	\$348.46
10/15/2021	Mimeo.com, Inc	Core Teaching/Student Supplies	1769818	\$738.74
10/15/2021	Melissa J. Diwa Enterprises	Educational Services	AA1	\$240.00
10/15/2021	Melissa J. Diwa Enterprises	Educational Services	MR1	\$45.00
10/15/2021	Prime Educational Solutions	Educational Services	1044	\$8,500.00
10/15/2021	Knight Security & Fire Systems	Fire, Alarm & Pest control	125127	\$40.00
10/15/2021	Amazon Capital Services, Inc.	Materials & Supplies - Office	13QW-W6WV-TNRD	\$978.72
10/15/2021	Prime Educational Solutions	Special Education Services	1044	\$20,967.00
10/15/2021	Amazon Capital Services, Inc.	Technology Equipment - Staff	1KFN-19G3-647L	\$63.61

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10/15/2021	Amazon Capital Services, Inc.	Technology Equipment - Staff	1G69-6PXF-MR4X	\$170.78
10/15/2021	Staples Technology Solutions	Technology Equipment - Students	LTV690	\$10,054.06
10/15/2021	AssetGenie, Inc.	Technology Services & Software - Education	1587271	\$69.00
10/15/2021	IntelliBoard, Inc.	Technology Services & Software - Education	4661	\$3,700.00
10/15/2021	OPS	Technology Services & Software - Education	2228	\$684.95
10/19/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	1X36-PMJY-NQVF	\$9.69
10/19/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	1JFL-PHYR-MTV6	\$9.69
10/19/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	11JV-JRTN-PHLH	\$9.84
10/19/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31174646	\$42.24
10/19/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31174251	\$195.30
10/19/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31174653	\$42.24
10/19/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31174651	\$42.24
10/19/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31174660	\$42.24
10/19/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31174658	\$42.24
10/19/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31174657	\$42.24
10/19/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31174656	\$42.24
10/19/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31174652	\$42.24
10/19/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31175205	\$34.39
10/19/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31176765	\$270.39
10/19/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31177985	\$31.49
10/19/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31177760	\$81.52
10/19/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31178107	\$12.25
10/19/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31177818	\$43.18
10/19/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31177767	\$81.52
10/19/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31177766	\$81.52
10/19/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31177814	\$38.37
10/19/2021	Home Science Tools	Approved Core Curriculum, Teacher Manuals	341265	\$67.74
10/19/2021	Home Science Tools	Approved Core Curriculum, Teacher Manuals	343120	\$152.25
10/19/2021	Home Science Tools	Approved Core Curriculum, Teacher Manuals	343121	\$92.80
10/19/2021	Home Science Tools	Approved Core Curriculum, Teacher Manuals	343119	\$92.01
10/19/2021	Home Science Tools	Approved Core Curriculum, Teacher Manuals	343114	\$176.80
10/19/2021	Home Science Tools	Approved Core Curriculum, Teacher Manuals	346973	\$222.50
10/19/2021	Home Science Tools	Approved Core Curriculum, Teacher Manuals	347530	\$176.01
10/19/2021	Home Science Tools	Approved Core Curriculum, Teacher Manuals	347527	\$243.31
10/19/2021	Home Science Tools	Approved Core Curriculum, Teacher Manuals	347528	\$204.73

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10/19/2021	Home Science Tools	Approved Core Curriculum, Teacher Manuals	348494	\$91.72
10/19/2021	Home Science Tools	Approved Core Curriculum, Teacher Manuals	348845	\$182.04
10/19/2021	Home Science Tools	Approved Core Curriculum, Teacher Manuals	348846	\$328.09
10/19/2021	Home Science Tools	Approved Core Curriculum, Teacher Manuals	348847	\$179.24
10/19/2021	Home Science Tools	Approved Core Curriculum, Teacher Manuals	349775	\$68.31
10/19/2021	Home Science Tools	Approved Core Curriculum, Teacher Manuals	349776	\$85.06
10/19/2021	Institute for Excellence in Writing	Approved Core Curriculum, Teacher Manuals	832925	\$245.95
10/19/2021	Institute for Excellence in Writing	Approved Core Curriculum, Teacher Manuals	833510	\$173.27
10/19/2021	Little Passports, Inc	Approved Core Curriculum, Teacher Manuals	117039961	\$148.37
10/19/2021	Little Passports, Inc	Approved Core Curriculum, Teacher Manuals	117117812	\$148.37
10/19/2021	Nicole the Math Lady, LLC	Approved Core Curriculum, Teacher Manuals	3822	\$59.00
10/19/2021	Nicole the Math Lady, LLC	Approved Core Curriculum, Teacher Manuals	3821	\$99.00
10/19/2021	Nicole the Math Lady, LLC	Approved Core Curriculum, Teacher Manuals	3865	\$59.00
10/19/2021	Outschool, Inc.	Approved Core Curriculum, Teacher Manuals	12345695604	\$120.00
10/19/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3520279	\$336.29
10/19/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3528758	\$458.25
10/19/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3528771	\$75.84
10/19/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3528445	\$544.12
10/19/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3528692	\$25.93
10/19/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3528416	\$329.29
10/19/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3528345	\$475.47
10/19/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3528762	\$253.23
10/19/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3528660	\$237.96
10/19/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3534934	\$98.51
10/19/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3543592	\$108.40
10/19/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3552027	\$96.91
10/19/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3552202	\$342.04
10/19/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3551969	\$95.66
10/19/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3551987	\$93.99
10/19/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3551979	\$93.99
10/19/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3552016	\$36.00
10/19/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3552000	\$46.02
10/19/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3558043	\$27.59
10/19/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3558072	\$120.05
10/19/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3559326	\$45.16

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10/19/2021	Rightstart Math	Approved Core Curriculum, Teacher Manuals	384100	\$347.60
10/19/2021	Rightstart Math	Approved Core Curriculum, Teacher Manuals	384319	\$189.20
10/19/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	404420	\$64.54
10/19/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	406936	\$65.14
10/19/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411849	\$66.04
10/19/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411781	\$32.57
10/19/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411841	\$65.59
10/19/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411855	\$65.59
10/19/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411688	\$64.54
10/19/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411807	\$65.59
10/19/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411860	\$64.54
10/19/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411868	\$64.54
10/19/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411876	\$64.54
10/19/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411674	\$64.24
10/19/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411838	\$65.59
10/19/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411631	\$66.04
10/19/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411776	\$32.57
10/19/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411852	\$66.04
10/19/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411850	\$66.04
10/19/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411787	\$32.57
10/19/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411890	\$64.54
10/19/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411858	\$65.59
10/19/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411835	\$66.04
10/19/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411870	\$64.54
10/19/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411633	\$66.04
10/19/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411864	\$65.14
10/19/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411644	\$65.14
10/19/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411846	\$65.59
10/19/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411863	\$65.59
10/19/2021	The Regents of the University of California	Approved Core Curriculum, Teacher Manuals	97276	\$399.00
10/19/2021	Thinkwell Corp	Approved Core Curriculum, Teacher Manuals	205315	\$125.00
10/19/2021	Williamsburg Learning LLC	Approved Core Curriculum, Teacher Manuals	2900	\$1,425.00
10/19/2021	Williamsburg Learning LLC	Approved Core Curriculum, Teacher Manuals	2904	\$1,596.00
10/19/2021	Write On! Webb	Approved Core Curriculum, Teacher Manuals	2178	\$397.00
10/19/2021	Write On! Webb	Approved Core Curriculum, Teacher Manuals	2180	\$397.00

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10/19/2021	Write On! Webb	Approved Core Curriculum, Teacher Manuals	2179	\$397.00
10/19/2021	Write On! Webb	Approved Core Curriculum, Teacher Manuals	2176	\$397.00
10/19/2021	WriteShop, Inc.	Approved Core Curriculum, Teacher Manuals	21-0992	\$140.04
10/19/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1LP6-TP7X-GJYC	\$15.35
10/19/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1PWV-3QPL-DFFH	\$129.38
10/19/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1NT3-T6FH-6CM7	\$27.35
10/19/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	17GQ-KVPH-NYN7	\$32.56
10/19/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1JFL-PHYR-PPMM	\$7.06
10/19/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1TDF-PW9F-C9ND	\$10.85
10/19/2021	Lakeshore Learning Materials	Core Teaching/Student Supplies	1.02493E+11	\$37.70
10/19/2021	Academy of Music Performance and Educa	Educational Services	535171960	\$300.00
10/19/2021	EM Sports, LLC	Educational Services	535186761	\$187.50
10/19/2021	Jensen Piano Services	Educational Services	535186764	\$70.00
10/19/2021	Kimberly Keeth	Educational Services	535186771	\$300.00
10/19/2021	Loren's Music Studio	Educational Services	535186786	\$125.00
10/19/2021	Melissa J. Diwa Enterprises	Educational Services	NA1	\$96.00
10/19/2021	Parnassus Preparatory Academy	Educational Services	535186790	\$1,655.00
10/19/2021	Vibe Performing Arts	Educational Services	535186796	\$134.99
10/20/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1MJ1-XXD6-9KCM	\$24.04
10/20/2021	Jostens	Core Teaching/Student Supplies	26964869	\$91.74
10/20/2021	All For KIDZ	Educational Services	516534-03	\$700.00
10/20/2021	Amy's Farm	Educational Services	9302110	\$479.80
10/20/2021	GL Travel	Educational Services	101120211	\$903.50
10/20/2021	Department of Justice	Fingerprinting	540218	\$64.00
10/20/2021	Great American Insurance Group	General Liability Insurance	010Oct2021LU	\$1,509.17
10/20/2021	Frontier	Phone / Internet / Website Fees	011Nov2021	\$297.46
10/20/2021	Sprint	Technology Equipment - Students	203114558-023	\$1,828.82
10/20/2021	AssetGenie, Inc.	Technology Services & Software - Education	1590844	\$149.00
10/20/2021	School Pathways Holdings, LLC	Technology Services & Software - Education	140-INV2692	\$2,582.41
10/20/2021	Staples Technology Solutions	Technology Services & Software - Education	LUA228	\$1,600.00
10/26/2021	Kaiser Foundation Health Plan	Health Insurance	011Nov2021LU	\$31,770.08
10/27/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	1RDC-YPQX-CMYG	\$118.82
10/27/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	1YP9-T7DP-63GG	\$9.78
10/27/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	1YJ7-JXQC-79RF	\$9.69
10/27/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	1KY1-3F3T-7CVY	\$9.69

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10/27/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	1YJ7-JXQC-9PN3	\$9.69
10/27/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	1KC7-R1C9-TG4H	\$57.48
10/27/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	11CP-F1XY-379P	\$9.69
10/27/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	31177979	\$31.49
10/27/2021	Mimeo.com, Inc	Approved Core Curriculum, Teacher Manuals	1773478	\$364.79
10/27/2021	Nicole the Math Lady, LLC	Approved Core Curriculum, Teacher Manuals	3871	\$79.00
10/27/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3558049	\$26.14
10/27/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3558216	\$23.61
10/27/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3558083	\$56.80
10/27/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3558180	\$103.40
10/27/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3558099	\$42.25
10/27/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3558241	\$26.06
10/27/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3558124	\$26.06
10/27/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3558286	\$609.36
10/27/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3558262	\$57.01
10/27/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3558066	\$96.55
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411831	\$65.59
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411705	\$64.54
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411709	\$64.54
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411888	\$64.54
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411707	\$65.14
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411554	\$64.54
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411683	\$64.54
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411625	\$64.54
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411700	\$65.14
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411724	\$64.54
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411804	\$65.59
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411875	\$64.54
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411880	\$64.54
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411886	\$64.54
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411874	\$64.54
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411610	\$65.14
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411836	\$66.04
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411883	\$65.14
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411887	\$65.14

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10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411614	\$64.54
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411607	\$64.54
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411695	\$65.14
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411878	\$65.14
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411701	\$64.54
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411721	\$64.54
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411871	\$64.54
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411798	\$65.59
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	411885	\$65.14
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	413337	\$64.54
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	413367	\$66.04
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	413301	\$32.27
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	413311	\$65.14
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	413334	\$64.54
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	413387	\$64.54
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	413318	\$65.14
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	413338	\$66.04
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	413341	\$66.04
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	413394	\$64.54
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	413941	\$65.14
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	413946	\$64.54
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	413939	\$65.14
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	413942	\$65.14
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	413945	\$64.54
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	413947	\$65.14
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	413944	\$65.14
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	413943	\$64.54
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	414609	\$65.14
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	415020	\$33.02
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	415017	\$65.14
10/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals	415315	\$64.54
10/27/2021	TalkBox.Mom	Approved Core Curriculum, Teacher Manuals	558065	\$87.00
10/27/2021	Well Trained Mind Press	Approved Core Curriculum, Teacher Manuals	54700	\$109.65
10/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1YJ7-JXQC-1CXD	\$66.17
10/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1466-L6CQ-6MFM	\$111.82

Elite Academic Academy - Lucerne

10/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	14QL-6HGX-77CM	\$10.85
10/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1KY1-3F3T-77YT	\$10.93
10/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1FQJ-MPXM-4V67	\$10.75
10/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1KY1-3F3T-79V1	\$10.75
10/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1H9F-6C9V-6PCP	\$10.75
10/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	14QL-6HGX-6TNC	\$10.75
10/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	139X-D914-CN3L	\$156.12
10/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1KC7-R1C9-JXG1	\$156.01
10/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1LGR-MH7X-K1GD	\$156.00
10/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1KY1-3F3T-CJXH	\$158.29
10/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1QKD-747D-1KN6	\$157.19
10/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1YJ7-JXQC-TNHF	\$141.87
10/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1YP9-T7DP-WWPG	\$44.59
10/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1QX9-43HD-WD1T	\$143.53
10/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1KQF-1P37-77JG	\$6.89
10/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	11CP-F1XY-MJPD	\$196.81
10/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	11CP-F1XY-1YYH	\$6.84
10/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1CK7-N4TM-FHW4	\$6.78
10/27/2021	Staples Business Credit	Core Teaching/Student Supplies	7339847447-0-1	\$55.59
10/27/2021	Staples Business Credit	Core Teaching/Student Supplies	7338341713-0-2	\$9.02
10/27/2021	Staples Business Credit	Core Teaching/Student Supplies	7339687325-0-1	\$140.06
10/27/2021	Staples Business Credit	Core Teaching/Student Supplies	7339268787-0-1	\$146.87
10/27/2021	Staples Business Credit	Core Teaching/Student Supplies	7338861880-0-2	\$133.56
10/27/2021	Staples Business Credit	Core Teaching/Student Supplies	7338725734-0-2	\$57.58
10/27/2021	Staples Business Credit	Core Teaching/Student Supplies	7339266754-0-1	\$56.81
10/27/2021	Staples Business Credit	Core Teaching/Student Supplies	7338847979-0-1	\$26.24
10/27/2021	Staples Business Credit	Core Teaching/Student Supplies	7338341713-0-1	\$29.71
10/27/2021	Staples Business Credit	Core Teaching/Student Supplies	7338725734-0-1	\$9.02
10/27/2021	Staples Business Credit	Core Teaching/Student Supplies	7338861880-0-1	\$30.16
10/27/2021	Staples Business Credit	Core Teaching/Student Supplies	7338725734-0-3	\$1.95
10/27/2021	Staples Business Credit	Core Teaching/Student Supplies	7338713703-0-1	\$99.31
10/27/2021	Staples Business Credit	Core Teaching/Student Supplies	7341092293-0-1	\$66.07
10/27/2021	Cece's Artistic Touch	Educational Services	359	\$50.00
10/27/2021	Coastal Music Studios	Educational Services	535193761	\$80.00
10/29/2021	Cody Simms	Board Stipends - Attendance	28Oct2021LU	\$300.00

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10/29/2021	Kent Christensen	Board Stipends - Attendance	28Oct2021LU	\$300.00
10/29/2021	Susan Ann McDougal	Board Stipends - Attendance	28Oct2021LU	\$300.00
10/29/2021	SBCSS	STRS	10OctSTRS2021	\$94,335.23

Elite Academic Academy - Instructional Service Community Partner (November 2021)

Partner Name	Description of Services	Link to EAA VCI 2021-2022 Applications
Little Dell Music Studio	Private voice, piano and ukulele lessons; group music lessons	Little Dell Music Studio_EAA VCI 21-22 Application
Beltran Spanish Tutoring	Spanish lessons for kids	Beltran Spanish Tutoring_EAA VCI 21-22 Application
Henry Doktorski	Chess Instruction	Henry Doktorski_EAA VCI 21-22 Application
California Music Lessons	Private and group music instruction	California Music Lessons_EAA VCI 21-22 Application
Universal Martial Arts Centers, LLC	Kids and teen krav maga, karate, and fitness	Universal Martial Arts Centers, LLC_EAA VCI 21-22 Application
The Whole Child Learning Company	STEAM Lego Robotics, Science Detectives, Early Engineering, Yoga, Art en Espanol, Virtual Sewing	The Whole Child Learning Company_EAA VCI 21-22 Application
The Red Apple Project	Tutoring	The Red Apple Project_EAA VCI 21-22 Application
Lily Diehl Music Studio	Music Classes	Lily Diehl Music Studio_EAA VCI 21-22 Application

Elite Academic Academy - Educational Material Partners (November 2021)

Partner Name	Product Description	Link to EAA EMR 2021-2022 Applications
Dash Into Learning	Early Reading Curriculum and Emotional Resilience Curriculum	Dash Into Learning EAA EMR 21-22 Application



Academic Innovation - Temporary IT Support *Job Description*

Position Title:	Academic Innovation - Temporary IT Support
Reports To:	Director of Academic Innovation or designee
FLSA Status:	Hourly Non-Exempt
Pay Range:	\$20.00 per hour
Work Schedule:	Temporary/Year-Round
Location:	Onsite/Remote Office

Position Summary: *The Academic Innovation - Temporary IT Support position is responsible for the management and support of technology related matters outlined in this job description ranging from resolving issues with company Mac and PC computers, operating systems and platforms, critically evaluating and addressing company tech issues, and troubleshooting and supporting the company users.*

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

- Any combination equivalent to: graduation from high school and one year hands-on IT technical support experience.
- Solid understanding of Google Suite tools and how to troubleshoot issues with the suite.
- Attention to detail and good problem-solving skills.
- Excellent interpersonal skills.
- Good written and verbal communication.
- Bilingual skills preferred.
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.

*Academic Innovation - Temporary IT Support Job Description
Pending Board Approval*

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

ESSENTIAL DUTIES and RESPONSIBILITIES

Under the direction of the Chief Academic Innovations Officer, and in tandem with our Technology Support Coordinator:

- Manage and support company issued Mac, PC, and Chromebook devices.
- Conduct hardware installation, maintenance and repair on student-issued Chromebooks.
- Load software installation and updates.
- Offer technical support on-site, via remote access software, phone and email to both students and staff.
- Educate users how to utilize technology equipment correctly.
- Create job aids for technology-related platforms and issues.
- Manage multiple tech support cases at one time.

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

Hazards:

- Contact with dissatisfied individuals

Employee Acknowledgement:

Employee Signature

Printed Name

Date



At Promise Director

Job Description

Position Title:	At Promise Director
Reports To:	Chief Academic Innovations Officer (or designee)
FLSA Status:	Exempt
School Classification:	Certificated Administration
Pay Range:	Based on experience and student enrollment
Work Schedule:	232 days
Location:	Onsite/Remote Office

Position Summary: *To serve under the Governing Board, and the Chief Academic Innovations Officer, as At Promise Director serving all Elite students. This job includes the development and management of the Summer Growth Academy to support Elite K-8 students needing intervention or acceleration support during the summer. Also, support student growth by implementing literacy and math programs to instill the love of learning and life skills in our Elite youth throughout the entire year.*

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 “At Promise” students.
- Develop an engaging Summer Growth Academy that provides both acceleration and intervention support to K-8 Elite students.
- Ensures effective implementation of the instructional program and use of school materials.
- Provides leadership on how to promote high levels of instructional and academic support to students and families.
- 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 for “At Promise” students.
- Training and ongoing coaching to school leadership teams and teachers on the MTSS framework.
- Analyzing and utilizing student and teacher data to guide data-based decision making and enhance direct instruction.
- Collaborates with leadership for SST’s and ensures students who are struggling are getting significant levels of support.
- Work with the Assessment and Technology Departments to ensure students are accessing all technology and tutoring support as outlined in the department plan.
- Support the established administrative organization with clear and consistent reporting and appropriate delegation of authority.
- Collaborate with Operations to develop and implement school plans and procedures for the safety, discipline, and conduct of students.
- Collaborate with the Community Relations Department to ensure high quality community partnerships that support academic needs 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 temperatures.

HAZARDS:

Contact with dissatisfied individuals.

Employee Acknowledgement:

Employee Signature

Printed Name

Date



Career Technical Education (CTE) Teacher

Job Description

Position Title:	Career Technical Education (CTE) Teacher
Reports To:	Chief Student Development Officer, Director of CTE, or designee
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187-225 days
Location:	Remote Office (Travel Required)

Position Summary: *The Career Technical Education (CTE) teacher will teach in one or multiple CTE pathway programs and courses that align with the California CTE Industry Sectors and Pathways. The CTE Teacher will help implement and write curriculum, work with other departments within the organization, assist with program planning and implementation of clubs, job shadowing experiences, and facilitate hands-on projects that prepare students for the 21st century job field.*

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

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

ESSENTIAL DUTIES and RESPONSIBILITIES:

Responsibilities:

- Provide parents/students with information and tools to make an informed choice when selecting from current academy pathways.
- Ensure Elite Academic Academy is set apart from similar schools/programs and that students have the best opportunities and experiences available.
- Increase retention of high school students who often leave the homeschool model in high school.
- Increase opportunities for our students, such as industry clinics/field trips/webinars and industry certification specific workshops, online consulting and virtual training.
- Recruiting/Exposure - create and work with the marketing department to recruit and expose current students to Elite CTE Academy offerings.
- Provide students an opportunity to engage socially with other students and to make connections.
- Assist with program planning, implementation and evaluation of CTE programs and practices.
- Serve as a curriculum expert and help to develop CTE curriculum.
- Instruct students in courses and provide systems of support for student engagement and success.
- Assist CTE Director or designee with completing reporting requirements for state, federal, and local initiatives.
- Collaborate with local organizations to provide outreach programs which are aligned with the curriculum.
- Host CTE Clubs and provide students with opportunities for national competitions.
- Perform related duties and responsibilities as required by the CTE Director or Designee.
- Host Weekly Live Sessions for students in each CTE course.
- Take attendance of student participation in Live Sessions or Academy Events.
- Communicate and collaborate with Teachers of Record to ensure student academic success.

General Expectations:

- Develop a clear mission and vision for CTE Academy program(s).
- Vet Community Partners and organize them by type to share with parents/students.
- Host clinics/field trips/webinars in Los Angeles, Riverside, and San Diego areas.
- Support Elite Administrators with individual program specific goals such as setting up a program/track for student success and certification.
- Develop new relationships with quality Community Partners and create partnerships between them and the programs.
- Work with programs to offer virtual and online physical education classes, training, and workshops.

SMART Goals:

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

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

Employee Acknowledgement:

Employee Signature

Printed Name

Date



CTE Liaison - Athletic Lead

Job Description

Position Title:	CTE Liaison - Athletic Lead
Reports To:	Chief Student Development Officer (or designee)
FLSA Status:	Exempt
School Classification:	Classified
Pay Range:	\$60,000-\$80,000
Work Schedule:	224 days
Location:	Remote Office

Position Summary: *The immediate goal of the CTE Liaison - Athletic Lead is to develop connections with various physical education Community Partners, athletic trainers and specific sport (baseball, hockey, tennis) vendors making current opportunities for competitive development in specific sports more accessible to our students. The long-term goal is to develop a comprehensive independent study athletic track that would serve competitive athletes in an independent study model.*

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

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

- Valid California Driver's License.

ESSENTIAL DUTIES and RESPONSIBILITIES:

Responsibilities:

- Provide Parents/students with information and tools to make an informed choice when selecting from current physical education and sport specific Community Partners, as they would be vetted by a qualified professional.
- Ensure Elite Academic Academy is set apart from similar schools/programs, none of which are not offering any sport specific athletic training or tracks focused on athletics.
- Increase retention of high school students who often leave the homeschool model in high school.
- Increase opportunities for our students, such as sports clinics and sport specific workshops, online athletic consulting, club sports, and virtual athletic training.
- Ensure students will have the opportunity to receive an Athlete Player Profile-"Athletic Development Resume,,: register with NCAA, and Compete in CIF as desired.
- Ensure students will have the opportunity to attend a Sports Testing event and benchmark where they stand at the beginning of the session and will return to be re-tested to calculate improvement.
- Ensure students will have the opportunity to receive Sports Performance Training-to receive customized athletic development plans based upon the Sport Testing results.
- Recruiting/Exposure- Athletes are Indexed and when they reach an appropriate Index they are exposed to professional organization.
- Ability to support parents/guardians in how to use instructional funds to support a passion they may otherwise not be afforded.
- Provide Webinars and Round-table Discussions for students interested in athletics.
- Provide students with knowledge and opportunities to learn exercises and stretches.
- Act as a Liaison between Community Partners and the school in regard to Athletics.
- Host Monthly Club meetings.
- Collaborate with Teachers and staff to support student interests.
- Help to foster and maintain school initiatives.

General Expectations:

- Develop a clear mission and vision for our athletics program.
- Vet current physical education and/or sports Community Partners and organize them by type to share with parents/students; use eSpatial as a resource and tool that allows families to easily access vendors in the specific areas serviced.
- Offer Sports clinics/camps – minimum of one in LA County, Orange County, and Riverside County.
- Support Elite Administrators with individual program specific goals such as setting up a program/track for student athletes.
- Develop new relationships with quality vendors and create partnerships between them and the programs.

- Work with programs to offer virtual and online physical education classes, training, and workshops.

SMART Goals

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

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

Employee Acknowledgement:

Employee Signature

Printed Name

Date



Lead Teacher - Job Description

Position Title:	Lead Teacher
Department:	Certificated Teaching
Reports To:	Program Director (or Designee)
FLSA Classification:	Exempt
Pay Range:	\$80,000-\$90,000
Classification:	Certificated
School Calendar Days:	187-225 Day Calendar

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

General Duties:

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

1. Professional Development:

- Training Induction Teachers, other Lead Teachers, and Mentor Teachers.
- Observing and providing peer assistance for colleagues in the area of compliance.
- Participating in professional development activities.
- Planning/Leading team meetings to ensure communication with peers.
- Participating in a formalized peer review process as a formative evaluator.
- Assisting in the coordination of all school based professional development opportunities linked

*Lead Teacher Job Description
Pending Board Approval*

to individual professional development plans and job competencies.

- Assisting in the coordination of the program for Induction teachers by communicating with the Human Resources Department and college/university personnel.

2. Curriculum:

- Collaborating with colleagues to construct Elite Curriculum.
- Serving as the official liaison between your academy and the Student Support Services, Academic Innovation Department and Student Development Department.
- Assisting with identifying the curriculum needs of the faculty.
- Planning and managing the development of standards-based curriculum, instruction, assessment plans, and strategies.
- Assisting in the adoption of curriculum resources that are consistent with the charters curriculum.
- Overseeing the textbook ordering and inventory for the Academy.
- Ensuring that all curriculum is used effectively as a resource to meet curriculum goals.
- Updating themes/units and supervising theme/unit writing.
- Coordinating communication and planning among all learning communities.

3. Leadership:

- Serving as a resource to the leadership team and working with school administrators to develop, implement, and evaluate the school's Local Control Accountability Plan.
- Supporting and assisting in implementing the Elite's Mission and Vision.
- Serving on charter-level committees.
- Writing grants to aid in meeting the goals of the Continuous Improvement Plan.
- Assisting in the coordination of the school's testing program.
- Have an understanding of fiscal/financial health of the program and work with direct supervisors to ensure systems are in place to ensure fiscal solvency.

Required Qualifications:

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

Desired Qualifications:

- Professional development in the area(s) of:
 - communication and conferencing skills;

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

Employee Signature

Printed Name

Date



ELITE™

— A C A D E M I C —
A C A D E M Y

Content Teacher Job Description

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

Position Summary:

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

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

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

General skills:

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

ESSENTIAL DUTIES AND RESPONSIBILITIES

Content Teacher:

- Initial setup and preparation of their courses, including due dates, syllabus, grading scale, and content review.
- Develop and deliver weekly live sessions that help students develop content mastery, and take attendance at live sessions for compliance purposes.
- Provide students with syllabus, pacing guide with due dates for assignments, and assessments.
- Provide students with standards.
- Issue midterm progress report.

- Offer office hours and tutoring opportunities for students.
- Review completed coursework and make final grade determination.
- Update course as necessary.

Personalized Courses:

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

Education:

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

Experience:

Two (2) years directly related experience.

Use of Computer Technology:

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

Physical Demands:

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

Work Environment:

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

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



Employee Acknowledgement:

Employee Signature

Printed Name

Date



ELITE[™]
— A C A D E M I C —
A C A D E M Y

Teacher of Record - Virtual

Job Description

Position Title:	Teacher of Record - Virtual
Reports to:	Director of Virtual (or designee)
Classification:	Certificated
Pay Range:	Starting at \$62,000 annually
Work Schedule:	187-225
Location:	Remote classroom with travel

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

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

- Bachelor's Degree or higher from an accredited university.
- A valid, current, and appropriate California state Teaching Credential (ELL Authorization, or BCLAD, or CLAD).
- *Desirable:* Career Technical Education Credential (CTE Credential); Dual single subject credential or PPS Credential.
- State and Federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.

*Teacher of Record - Virtual Job Description
Pending Board Approval*

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Section 1: Management of Homeroom Caseload

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

Section 2: Student Supports

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

Section 3: Professional Development & Staff Collaboration

*Teacher of Record - Virtual Job Description
Pending Board Approval*

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

Section 4: General & Essential Duties

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

Knowledge of:

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

Ability to:

- Foster engaging activities and learning for student success through the use of technology.

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

Work Environment:

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

Physical Demands:

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

HAZARDS:

Contact with dissatisfied individuals.

Employee Acknowledgement:

Employee Signature

Printed Name

Date



Teacher of Record - Flex *Job Description*

Position Title:	Teacher of Record - Flex
Reports To:	Director of Flex (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187 -225 days
Location:	Onsite/Remote Office

Position Summary: *Provide stimulating learning experiences to ensure academic success and to motivate students according to their individualized learning plan. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Teachers of Record - Flex are required to participate in all staff meetings and trainings; are expected to uphold the school's mission and shared values, philosophy, and policies and procedures.; and must carry and maintain a valid California teaching credential. Teachers of Record - Flex must provide daily synchronous instruction for K-3 students and weekly synchronous instruction for 4th-12th grade students. Teachers of Record - Flex must provide daily opportunities for live interaction for 4th-8th grade students, and may have to tutor students weekly if they are not making sufficient academic progress and an intervention plan is in effect. Teachers of Record - Flex may be required to meet with students in-person if in-person support is needed. Teachers of Record - Flex are expected to travel to and from learning period meetings as part of their regular work day.*

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

- A valid, current, and appropriate California state teaching credential for teaching staff. A copy of Teaching Credential to be provided and kept current.

- State and federal fingerprint clearance (Live Scan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.
- Proof of a clear TB Tine test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.
- Valid California Driver's License.

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Support the mission, vision, and goals of Elite Academic Academy.
- Serve as a contributing member of the Charter staff and collaborate with team members to achieve the school's goals.
- Teach all courses of study prescribed by the State of California virtually or traditionally.
- Assign and monitor required courses per transcript evaluation.
- Deliver individualized and small group instruction virtually or in person.
- Provide synchronous and live sessions to support increased student engagement and grade level mastery.
- Develop, adapt, and use instructional materials to teach students of varying physical, emotional, and mental aptitudes.
- Create and maintain a safe, supportive, and effective learning environment.
- Evaluate students' academic and social growth through multiple measures.
- Issue grades and credits earned, and prepare progress reports and report cards.
- Implement school adopted assessment programs into learning plans.
- Facilitate required testing and assessments.
- Assist students with Community College and CTE class enrollments.
- Communicate regularly and effectively with parents or adult students, minimally every twenty school days.
- Assist in preparation of withdrawal documentation, including withdrawal grades and credit earned.
- Participate and collaborate in meetings to improve student learning (e.g. SST, IEP, intervention, curriculum development, individualized learning plan).
- Select instructional materials with the team; maintain inventory.
- Identify student needs and cooperate with other professional staff members in assessing and helping solve students' health, attitude, and learning challenges.
- Create and maintain all required necessary Independent Study compliance records (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 classroom activities as necessary (e.g. field trips).

- Participate in faculty committees, the sponsorship of student activities, Elite events, and program wide activities.

Other Duties

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

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Current trends and research concerning the growth and development of lower school, middle school and high school age students.
- Principles, theories, practices, and methodologies used in curriculum development, instruction, and assessment.
- Procedures and best practices that promote appropriate student conduct (e.g. classroom management strategies, independent study strategies).
- Educational research concerning extrinsic and intrinsic student motivation.
- Guidance of special education practices, policies, and procedures.
- Applicable sections of the Education Code and other applicable laws.

Ability to:

- Demonstrate effective interpersonal skills.
- Communicate clearly in a timely manner, both orally and in writing.
- Foster teamwork in a collaborative work environment.
- Direct, motivate, listen to, and establish effective rapport with students, adult students and parents.
- Analyze and assess student learning.
- Use technology in an effective manner for teaching, communicating, analyzing, and reporting.
- Motivate students to develop the skills, attitudes, and understanding needed to set a good foundation for secondary level education, in accordance with each student's ability.
- Maintain professional, cordial relationships with students, parents, and staff.
- Monitor students in classrooms and other learning environments.
- Use professional judgment in making reasonable decisions or recommendations in conjunction with other staff members and/or administrative leadership.



Teacher of Record - Homeschool

Job Description

Position Title:	Teacher of Record - Homeschool
Reports To:	Director of Homeschool (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000 annually
Work Schedule:	187-225 days
Location:	Remote Office

Position Summary:

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

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

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

upon employment and thereafter updated every four years.

- Valid California Driver's License.

General Skills:

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

ESSENTIAL DUTIES AND RESPONSIBILITIES

Professional Support:

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

Responsibilities:

- Develop an educational plan with each family at the beginning of each learning period.
- Maintain daily communication through live and synchronous sessions with students and parents/guardians through online platform, email, and telephone communication.
- Evaluate, update, and document student progress towards the educational plan and

Common Core State Standards by examining the entire body of student learning at the monthly Academic Consultation and engaging the student through evaluative discussion and observation.

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

Paperwork and Documentation:

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

- Master Agreements and enrollment paperwork
- Attendance Reporting
- Assignment and Work Record (AWR) in School Pathways to document student

learning--to be completed within two weeks after attendance has been taken

- Report Cards
- Portfolios(digital)
- Purchase Orders
- Checkout (performed after last day of school)
- High school plans and paperwork
- IEP paperwork
- Additional paperwork as needed

Advice and Support:

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

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

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

Other Duties

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

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

Employee Acknowledgement:

Employee Signature

Printed Name

Date



IT - Technology Support Coordinator

Job Description

Position Title:	IT - Technology Support Coordinator
Reports To:	Chief Academic Innovations Officer (or designee)
FLSA Status:	Non-Exempt
Pay Range:	\$50,000 - \$60,000/annually
Work Schedule:	12 months
Location:	Onsite/Remote Office

Position Summary: *The IT - Technology Support Coordinator is responsible for the management and support of technology related matters outlined in this job description, ranging from resolving issues with company Mac and PC computers, operating systems and platforms, critically evaluating and addressing company tech issues, and troubleshooting and supporting the company users.*

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

- Any combination equivalent to: graduation from high school and three-five years of hands-on IT technical support experience.
- Bilingual skills preferred.
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.
- Proof of a clear TB Tine test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Manage and support company issued all-staff technology, to include: laptops, both Macs and PCs; phones; tablet devices; scanners; document cameras; office equipment; etc.

*IT - Technology Support Coordinator Job Description
Pending Board Approval*

- Hardware installation, maintenance and repair.
- Software installation and updates.
- Offer technical support on-site, via remote access software, phone and email.
- Educate users on how to utilize technology equipment correctly.
- Manage all Google Admin and Workspace accounts, as well as third-party accounts designated by the organization.
- Support testing center sites during annual state testing.

Skills Needed:

To perform this job successfully, an individual should have knowledge of database software, how to use the internet to find information and complete tasks, email usage, order processing systems, spreadsheet software, and word processing software. Strong project and time management skills are essential, as is the ability to maintain positive customer service even in stressful situations.

Physical Demands:

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

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

Work Environment:

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

- Office environment.
- Noise level is generally moderate.
- Work conducted in a public setting.
- Indoor in varying temperature.

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

Hazards:

- Contact with dissatisfied individuals

Employee Acknowledgement:

Employee Signature

Printed Name

Date



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

Date: October 20, 2021

Re: [REDACTED]

Effective immediately, your employment position with Elite Academic Academy - Lucerne, as a Flex Elite Educator has been changed to Teacher of Record - Flex. Please see the attached job description.

All other elements of your original 21.22 contract (attached), including your pay, health and welfare benefits, and staffing calendar, remain in full effect and are not changed based on this addendum.

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

DocuSigned by:
Meghan Freeman
A4137E406BF5494...

Meghan Freeman
CEO

DocuSigned by:
[REDACTED]

Teacher of Record - Flex



Teacher of Record - Flex

Job Description

Position Title:	Teacher of Record - Flex
Reports To:	Director of Flex (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187 -225 days
Location:	Onsite/Remote Office

Position Summary: *Provide stimulating learning experiences to ensure academic success and to motivate students according to their individualized learning plan. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Teachers of Record - Flex are required to participate in all staff meetings and trainings; are expected to uphold the school's mission and shared values, philosophy, and policies and procedures.; and must carry and maintain a valid California teaching credential. Teachers of Record - Flex must provide daily synchronous instruction for K-3 students and weekly synchronous instruction for 4th-12th grade students. Teachers of Record - Flex must provide daily opportunities for live interaction for 4th-8th grade students, and may have to tutor students weekly if they are not making sufficient academic progress and an intervention plan is in effect. Teachers of Record - Flex may be required to meet with students in-person if in-person support is needed. Teachers of Record - Flex are expected to travel to and from learning period meetings as part of their regular work day.*

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

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

- Valid California Driver's License.

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Support the mission, vision, and goals of Elite Academic Academy.
- Serve as a contributing member of the Charter staff and collaborate with team members to achieve the school's goals.
- Teach all courses of study prescribed by the State of California virtually or traditionally.
- Assign and monitor required courses per transcript evaluation.
- Deliver individualized and small group instruction virtually or in person.
- Provide synchronous and live sessions to support increased student engagement and grade level mastery.
- Develop, adapt, and use instructional materials to teach students of varying physical, emotional, and mental aptitudes.
- Create and maintain a safe, supportive, and effective learning environment.
- Evaluate students' academic and social growth through multiple measures.
- Issue grades and credits earned, and prepare progress reports and report cards.
- Implement school adopted assessment programs into learning plans.
- Facilitate required testing and assessments.
- Assist students with Community College and CTE class enrollments.
- Communicate regularly and effectively with parents or adult students, minimally every twenty school days.
- Assist in preparation of withdrawal documentation, including withdrawal grades and credit earned.
- Participate and collaborate in meetings to improve student learning (e.g. SST, IEP, intervention, curriculum development, individualized learning plan).
- **Select instructional materials with the team; maintain inventory.**
- Identify student needs and cooperate with other professional staff members in assessing and helping solve students' health, attitude, and learning challenges.
- Create and maintain all required necessary Independent Study compliance records (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 classroom activities as necessary (e.g. field trips).
- Participate in faculty committees, the sponsorship of student activities, Elite events, and program wide activities.

Other Duties

- Proctoring duties as needed during the testing season.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely

manner; and ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).

- Assist with WASC accreditation.
- Perform other duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Current trends and research concerning the growth and development of lower school, middle school and high school age students.
- Principles, theories, practices, and methodologies used in curriculum development, instruction, and assessment.
- Procedures and best practices that promote appropriate student conduct (e.g. classroom management strategies, independent study strategies).
- Educational research concerning extrinsic and intrinsic student motivation.
- Guidance of special education practices, policies, and procedures.
- Applicable sections of the Education Code and other applicable laws.

Ability to:

- Demonstrate effective interpersonal skills.
- Communicate clearly in a timely manner, both orally and in writing.
- Foster teamwork in a collaborative work environment.
- Direct, motivate, listen to, and establish effective rapport with students, adult students and parents.
- Analyze and assess student learning.
- Use technology in an effective manner for teaching, communicating, analyzing, and reporting.
- Motivate students to develop the skills, attitudes, and understanding needed to set a good foundation for secondary level education, in accordance with each student's ability.
- Maintain professional, cordial relationships with students, parents, and staff.
- Monitor students in classrooms and other learning environments.
- Use professional judgment in making reasonable decisions or recommendations in conjunction with other staff members and/or administrative leadership.
- Solve problems and take responsibility for a variety of situations in a reasonable manner where only limited standardization exists.
- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Provide leadership to students in emergency preparedness drills and during actual emergencies, following the charter's Safety Plan. the site emergency preparedness plan. Supervise and lead students during monthly site disaster drills and an annual "charter wide" disaster drill.

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

Employee Acknowledgement:

		10/25/2021
Employee Signature	Printed Name	Date



AT-WILL EMPLOYMENT AGREEMENT

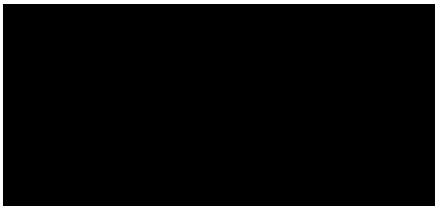
Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Flex Elite Educator

July 27, 2021



We are pleased to offer you the position of full-time exempt Flex Elite Educator with Elite Academic Academy - Lucerne (the "School") commencing August 9, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks. They are as follows:

Your job duties are detailed in the job description (attached) and you will report to the Director of Homeschool, or designee.

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

Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum *annual* salary of \$74,000 (or \$6,166.67 *per month*) less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion.

You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, at the sole and absolute discretion of the CEO, based upon, among other things, an employee's performance and the School's overall performance during the calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter offers Health and Welfare benefits, totaling \$10,800 a year (or \$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the "at will" nature of your employment may only be changed in a document signed by you and the CEO of the School.

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

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver's

license issued to persons unable to prove their presence in the United States is authorized under federal law, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.

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

This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

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

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

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

Sincerely,

DocuSigned by:
Meghan Freeman
Meghan Freeman
A4137E406BF5494...
CEO

7/27/2021

Date: _____

AGREED TO AND ACCEPTED BY:

Employee: [Redacted]

[Redacted Signature]

7/28/2021

Date: _____



Flex Elite Educator

Job Description

Position Title:	Flex Elite Educator
Reports To:	Program Director or designee
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	185 -225 days
Location:	Onsite/Remote Office

Position Summary: *Provide stimulating learning experiences to ensure academic success and to motivate students according to their individualized learning plan. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Elite Educators are required to participate in all staff meetings and trainings. Elite Educators will meet onsite at least two days per week to work collaboratively, mentor, and train. Elite Educators are expected to uphold the school's mission and shared values, philosophy, and policies and procedures. Elite Educators must carry and maintain a valid California teaching credential. Elite Educators must meet with K-8 students at least once every 35 days but communicate weekly. High School students will be supported weekly. Elite Educators may have to tutor students weekly if they are not making sufficient academic progress and an intervention plan is in effect. Employee is expected to drive to and from learning period meetings as part of their regular workday.*

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

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

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

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Support the mission, vision, and goals of Elite Academic Academy.
- Serve as a contributing member of the Charter staff and collaborate with team members to achieve the school's goals.
- Teach all courses of study prescribed by the State of California virtually or traditionally.
- Assign and monitor required courses per transcript evaluation.
- Deliver individualized and small group instruction virtual or in person.
- Develop, adapt, and use instructional materials to teach students of varying physical, emotional, and mental aptitudes.
- Create and maintain a safe, supportive, and effective learning environment.
- Evaluate students' academic and social growth through multiple measures.
- Issue grades and credits earned, and prepare progress reports and report cards.
- Implement school adopted assessment program into learning plans. Facilitate required testing and assessments.
- Assist students with Community College and CTE class enrollments.
- Communicate regularly and effectively with parents or adult students, minimally every twenty school days.
- Assist in preparation of withdrawal documentation, including withdrawal grades and credit earned.
- Participate and collaborate in meetings to improve student learning (e.g. SST, IEP, intervention, curriculum development, individualized learning plan).
- Select instructional materials with the team; maintain inventory.
- Identify student needs and cooperate with other professional staff members in assessing and helping solve students' health, attitude, and learning challenges.
- Create and maintain all required necessary Independent Study compliance records (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 classroom activities as necessary (e.g. field trips).
- Participate in faculty committees, the sponsorship of student activities, and program wide activities.

Other Duties

- Proctoring duties as needed during the testing season.

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

KNOWLEDGE AND ABILITIES

Knowledge of:

- Current trends and research concerning the growth and development of lower school, middle school and high school age students.
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Ability to:

- Demonstrate effective interpersonal skills.
- Communicate clearly in a timely manner, both orally and in writing.
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- Maintain professional, cordial relationships with students, parents, and staff.
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- Solve problems and take responsibility for a variety of situations in a reasonable manner where only limited standardization exists.
- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

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

Employee Acknowledgement:



7/28/2021

Printed Name

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-LUCERNE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-LUCERNE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: [REDACTED] (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-LUCERNE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of the employment relationship (including application for employment) or termination of the employment relationship or for violation of any federal, state, or other government law, statute, regulation, or ordinance, including, without limitation, the California Labor Code, the Industrial Welfare Commission Wage Orders, the California Business and Professions Code, the Fair Labor Standards Act, California’s Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 (“PAGA”) which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission (“Administrative Claims”) are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute shall be (a) heard or arbitrated on a class or collective action basis on behalf of other persons alleged to be similarly situated, or (b) joined, consolidated, or otherwise combined with the claims of other persons in one proceeding. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the “FAA”) and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. Arbitration Decision

The arbitrator shall prepare in writing and timely provide to the parties a decision and award which includes factual findings and the reasons upon which the decision is based. The arbitrator may make any award available under law, including monetary damages, injunctive relief, and attorneys’ fees. The decision of the arbitrator shall be binding and conclusive on the parties, except as may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administrator) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Valerie Zamora and Meghan Freeman on behalf of the COMPANY.

XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:

DocuSigned by:
Meghan Freeman
A4137E406BF5494...

By: _____
Meghan Freeman, CEO

EMPLOYEE:

By: _____

DATED: 7/27/2021

DATED: 7/28/2021



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

Date: October 20, 2021

Re: [REDACTED]

Effective immediately, your employment position with Elite Academic Academy - Lucerne, as a Flex Elite Educator has been changed to Teacher of Record - Flex. Please see the attached job description.

All other elements of your original 21.22 contract (attached), including your pay, health and welfare benefits, and staffing calendar, remain in full effect and are not changed based on this addendum.

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

DocuSigned by:
Meghan Freeman
A4137E406BF5494...
Meghan Freeman
CEO

[REDACTED]
Teacher of Record - Flex



Teacher of Record - Flex

Job Description

Position Title:	Teacher of Record - Flex
Reports To:	Director of Flex (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187 -225 days
Location:	Onsite/Remote Office

Position Summary: *Provide stimulating learning experiences to ensure academic success and to motivate students according to their individualized learning plan. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Teachers of Record - Flex are required to participate in all staff meetings and trainings; are expected to uphold the school's mission and shared values, philosophy, and policies and procedures.; and must carry and maintain a valid California teaching credential. Teachers of Record - Flex must provide daily synchronous instruction for K-3 students and weekly synchronous instruction for 4th-12th grade students. Teachers of Record - Flex must provide daily opportunities for live interaction for 4th-8th grade students, and may have to tutor students weekly if they are not making sufficient academic progress and an intervention plan is in effect. Teachers of Record - Flex may be required to meet with students in-person if in-person support is needed. Teachers of Record - Flex are expected to travel to and from learning period meetings as part of their regular work day.*

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

- A valid, current, and appropriate California state teaching credential for teaching staff. A copy of Teaching Credential to be provided and kept current.
- State and federal fingerprint clearance (Live Scan) 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.
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- Serve as a contributing member of the Charter staff and collaborate with team members to achieve the school's goals.
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- Assign and monitor required courses per transcript evaluation.
- Deliver individualized and small group instruction virtually or in person.
- Provide synchronous and live sessions to support increased student engagement and grade level mastery.
- Develop, adapt, and use instructional materials to teach students of varying physical, emotional, and mental aptitudes.
- Create and maintain a safe, supportive, and effective learning environment.
- Evaluate students' academic and social growth through multiple measures.
- Issue grades and credits earned, and prepare progress reports and report cards.
- Implement school adopted assessment programs into learning plans.
- Facilitate required testing and assessments.
- Assist students with Community College and CTE class enrollments.
- Communicate regularly and effectively with parents or adult students, minimally every twenty school days.
- Assist in preparation of withdrawal documentation, including withdrawal grades and credit earned.
- Participate and collaborate in meetings to improve student learning (e.g. SST, IEP, intervention, curriculum development, individualized learning plan).
- **Select instructional materials with the team; maintain inventory.**
- Identify student needs and cooperate with other professional staff members in assessing and helping solve students' health, attitude, and learning challenges.
- Create and maintain all required necessary Independent Study compliance records (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.
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- Sitting or standing for extended periods of time.
- Lifting objects up to 50 pounds.
- Close vision and ability to adjust focus.

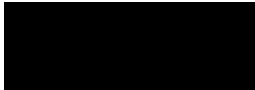
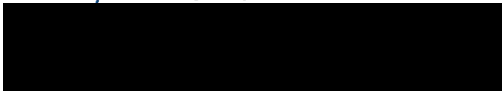
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- Noise level is generally moderate
- Meetings conducted in public and private settings
- Indoor and outdoor in varying temperature
- Employee must have available transportation and be able to drive up to 100 miles in a day.

Employee Acknowledgment:

DocuSigned by:



10/22/2021

Printed Name

Date



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Flex Elite Educator

July 29, 2021



We are pleased to offer you the position of full-time exempt Flex Elite Educator with Elite Academic Academy - Lucerne (the "School") commencing August 9, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks. They are as follows:

Your job duties are detailed in the job description (attached) and you will report to the Director of Flex, or designee.

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

Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum *annual* salary of \$74,000 (or \$6,166.67 *per month*) less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion.

You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, at the sole and absolute discretion of the CEO, based upon, among other things, an employee's performance and the School's overall performance during the calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter offers Health and Welfare benefits, totaling \$10,800 a year (or \$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the "at will" nature of your employment may only be changed in a document signed by you and the CEO of the School.

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

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver's

license issued to persons unable to prove their presence in the United States is authorized under federal law, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.

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

This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

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

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

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

Sincerely,

DocuSigned by:
Meghan Freeman
N A4137E406BF5494...

CEO

Date: 7/29/2021

AGREED TO AND ACCEPTED BY:

Employee: [Redacted]

[Redacted Signature]

7/29/2021
Date: _____



Flex Elite Educator

Job Description

Position Title:	Flex Elite Educator
Reports To:	Program Director or designee
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	185 -225 days
Location:	Onsite/Remote Office

Position Summary: *Provide stimulating learning experiences to ensure academic success and to motivate students according to their individualized learning plan. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Elite Educators are required to participate in all staff meetings and trainings. Elite Educators will meet onsite at least two days per week to work collaboratively, mentor, and train. Elite Educators are expected to uphold the school's mission and shared values, philosophy, and policies and procedures. Elite Educators must carry and maintain a valid California teaching credential. Elite Educators must meet with K-8 students at least once every 35 days but communicate weekly. High School students will be supported weekly. Elite Educators may have to tutor students weekly if they are not making sufficient academic progress and an intervention plan is in effect. Employee is expected to drive to and from learning period meetings as part of their regular workday.*

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

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

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

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Support the mission, vision, and goals of Elite Academic Academy.
- Serve as a contributing member of the Charter staff and collaborate with team members to achieve the school's goals.
- Teach all courses of study prescribed by the State of California virtually or traditionally.
- Assign and monitor required courses per transcript evaluation.
- Deliver individualized and small group instruction virtual or in person.
- Develop, adapt, and use instructional materials to teach students of varying physical, emotional, and mental aptitudes.
- Create and maintain a safe, supportive, and effective learning environment.
- Evaluate students' academic and social growth through multiple measures.
- Issue grades and credits earned, and prepare progress reports and report cards.
- Implement school adopted assessment program into learning plans. Facilitate required testing and assessments.
- Assist students with Community College and CTE class enrollments.
- Communicate regularly and effectively with parents or adult students, minimally every twenty school days.
- Assist in preparation of withdrawal documentation, including withdrawal grades and credit earned.
- Participate and collaborate in meetings to improve student learning (e.g. SST, IEP, intervention, curriculum development, individualized learning plan).
- Select instructional materials with the team; maintain inventory.
- Identify student needs and cooperate with other professional staff members in assessing and helping solve students' health, attitude, and learning challenges.
- Create and maintain all required necessary Independent Study compliance records (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 classroom activities as necessary (e.g. field trips).
- Participate in faculty committees, the sponsorship of student activities, and program wide activities.

Other Duties

- Proctoring duties as needed during the testing season.

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

KNOWLEDGE AND ABILITIES

Knowledge of:

- Current trends and research concerning the growth and development of lower school, middle school and high school age students.
- Principles, theories, practices, and methodologies used in curriculum development, instruction, and assessment.
- Procedures and best practices that promote appropriate student conduct (e.g. classroom management strategies, independent study strategies).
- Educational research concerning extrinsic and intrinsic student motivation.
- Guidance of special education practices, policies, and procedures.
- Applicable sections of the Education Code and other applicable laws.

Ability to:

- Demonstrate effective interpersonal skills.
- Communicate clearly in a timely manner, both orally and in writing.
- Foster teamwork in a collaborative work environment.
- Direct, motivate, listen to, and establish effective rapport with students, adult students and parents.
- Analyze and assess student learning.
- Use technology in an effective manner for teaching, communicating, analyzing, and reporting.
- Motivate students to develop the skills, attitudes, and understanding needed to set a good foundation for secondary level education, in accordance with each student's ability.
- Maintain professional, cordial relationships with students, parents, and staff.
- Monitor students in classrooms and other learning environments.
- Use professional judgment in making reasonable decisions or recommendations in conjunction with other staff members and/or administrative leadership.
- Solve problems and take responsibility for a variety of situations in a reasonable manner where only limited standardization exists.
- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

- Provide leadership to students in emergency preparedness drills and during actual emergencies, following the charter’s Safety Plan. the site emergency preparedness plan. Supervise and lead students during monthly site disaster drills and an annual“charter wide” disaster drill.

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

Employee Acknowledgement:

[Redacted Signature]

Employee Signature

[Redacted Name]

Printed Name

7/29/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-LUCERNE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-LUCERNE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: [REDACTED] (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-LUCERNE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of the employment relationship (including application for employment) or termination of the employment relationship or for violation of any federal, state, or other government law, statute, regulation, or ordinance, including, without limitation, the California Labor Code, the Industrial Welfare Commission Wage Orders, the California Business and Professions Code, the Fair Labor Standards Act, California’s Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 (“PAGA”) which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission (“Administrative Claims”) are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute shall be (a) heard or arbitrated on a class or collective action basis on behalf of other persons alleged to be similarly situated, or (b) joined, consolidated, or otherwise combined with the claims of other persons in one proceeding. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the “FAA”) and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. Arbitration Decision

The arbitrator shall prepare in writing and timely provide to the parties a decision and award which includes factual findings and the reasons upon which the decision is based. The arbitrator may make any award available under law, including monetary damages, injunctive relief, and attorneys’ fees. The decision of the arbitrator shall be binding and conclusive on the parties, except as may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administrator) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Teresa Fleming and Meghan Freeman on behalf of the COMPANY.

XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

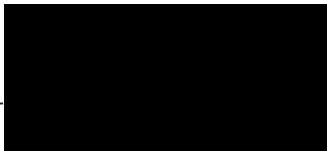
COMPANY:

DocuSigned by:
Meghan Freeman
A4137E406BF5494...

By: _____
Meghan Freeman, CEO

7/29/2021

EMPLOYEE:

By: _____


7/29/2021

DATED: _____

DATED: _____



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

Date: October 20, 2021

Re: [REDACTED]

Effective immediately, your employment position with Elite Academic Academy - Lucerne, as a Homeschool Teacher has been changed to Teacher of Record - Homeschool. Please see the attached job description.

All other elements of your original 21.22 contract (attached), including your pay, health and welfare benefits, and staffing calendar, remain in full effect and are not changed based on this addendum.

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

DocuSigned by:
Meghan Freeman
A4137E406BF5494...
Meghan Freeman
CEO

[REDACTED]

Teacher of Record - Homeschool



Teacher of Record - Homeschool

Job Description

Position Title:	Teacher of Record - Homeschool
Reports To:	Director of Homeschool (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000 annually
Work Schedule:	187-225 days
Location:	Remote Office

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

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

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

*Teacher of Record - Homeschool Job Description
Pending Board Approval*

employment and thereafter updated every four years.

- Valid California Driver's License.

General Skills:

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

ESSENTIAL DUTIES AND RESPONSIBILITIES

Professional Support:

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

Responsibilities:

- Develop an educational plan with each family at the beginning of each learning period.
- Maintain daily communication through live and synchronous sessions with students and parents/guardians through online platform, email, and telephone communication.

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

Paperwork and Documentation:

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

- Master Agreements and enrollment paperwork
- Attendance Reporting

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

Advice and Support:

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

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

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

Other Duties

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

- Perform other duties as assigned.

Use of Computer Technology:

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

Physical Demands:

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

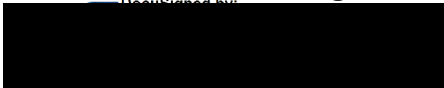
- Hearing and speaking to exchange information.
- Dexterity of hands and fingers to demonstrate activities.
- Operates a computer and other office machinery.
- Seeing to read a variety of materials and monitor students.
- Bending at the waist, kneeling, or crouching.
- Sitting or standing for extended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

Work Environment:

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

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

Employee Acknowledgement:





10/22/2021

Employee Signature

Printed Name

Date



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Homeschool Teacher

August 4, 2021

[REDACTED]

We are pleased to offer you the position of full-time exempt Homeschool Teacher with Elite Academic Academy - Lucerne (the "School") commencing August 9, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks. They are as follows:

Your job duties are detailed in the job description (attached) and you will report to the Director of Homeschool, or designee.

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

Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum *annual* salary of \$74,000 (or \$6,166.67 *per month*) less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion.

You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, at the sole and absolute discretion of the CEO, based upon, among other things, an employee's performance and the School's overall performance during the calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter offers Health and Welfare benefits, totaling \$10,800 a year (or \$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the "at will" nature of your employment may only be changed in a document signed by you and the CEO of the School.

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

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver's

license issued to persons unable to prove their presence in the United States is authorized under federal law, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.

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

This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

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

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

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

Sincerely,
DocuSigned by:
Meghan Freeman
A4137E406BF5494...

CEO

Date: 8/4/2021

AGREED TO AND ACCEPTED BY:

Employee: [Redacted]

[Redacted Signature]

Date: 8/5/2021



Homeschool Teacher

Job Description

Position Title:	Homeschool Teacher
Reports To:	Homeschool Director (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187-224 days
Location:	Remote Office

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

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

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

General Elite Educator Skills:

- Team player.
- Love of learning – a lifelong learner.

*Homeschool Teacher Job Description
Pending Board Approval*

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

ESSENTIAL DUTIES AND RESPONSIBILITIES

Professional Support:

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

Elite Educator Responsibilities:

- Develop an educational plan with each family at the beginning of each learning period.
- Evaluate, update, and document student progress towards the educational plan and Common Core State Standards by examining the entire body of student learning at the monthly Academic Consultation and engaging the student through evaluative discussion and observation.
- Collect work samples each learning period and use those samples to create a record of each students' learning.
- Stay current with school policy and procedure.
- Complete the required paperwork and documentation for each student according to individual deadlines.
- Advise and support parents and students.
- Ensure students' academic needs are met by ordering, researching, and suggesting curriculum.
- Suggest and provide information regarding available educational opportunities.
- Proactively seek information on high school curriculum and course work.
- Stay current with UC A-G requirements, school policy and procedure.
- Work with Program Director to ensure high school requirements are being met.
- Design Custom High School Courses according to student need.
- Maintain an accurate online budget for each student-make sure funds are spent according to academic priority—curriculum, tutoring, and then enrichment.

- Communicate school information to the parents/students.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Attend IEP and other required meetings for assigned students.
- Use computer technology, email, the Internet, and other technology.
- Attend mandatory teacher trainings and weekly meetings/mentoring sessions.
- Complete online and other trainings as determined as necessary by the school.
- Proctor state mandated tests and administer any charter required assessments, such as the Scantron assessment.
- Support high school students and parents with high school planning.
- Evaluate student transcripts for graduation/completion purposes.
- May perform other duties commensurate with the functions and level of the position.

Paperwork and Documentation:

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

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

Advice and Support:

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

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

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

Other Duties

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

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

- Noise level is generally moderate
- Meetings conducted in public and private settings
- Indoor and outdoor in varying temperature

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

Employee Acknowledgement:



Employee Signature



Printed Name

8/5/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-LUCERNE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-LUCERNE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: [REDACTED] (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-LUCERNE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of the employment relationship (including application for employment) or termination of the employment relationship or for violation of any federal, state, or other government law, statute, regulation, or ordinance, including, without limitation, the California Labor Code, the Industrial Welfare Commission Wage Orders, the California Business and Professions Code, the Fair Labor Standards Act, California’s Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 (“PAGA”) which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission (“Administrative Claims”) are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute shall be (a) heard or arbitrated on a class or collective action basis on behalf of other persons alleged to be similarly situated, or (b) joined, consolidated, or otherwise combined with the claims of other persons in one proceeding. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the “FAA”) and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. Arbitration Decision

The arbitrator shall prepare in writing and timely provide to the parties a decision and award which includes factual findings and the reasons upon which the decision is based. The arbitrator may make any award available under law, including monetary damages, injunctive relief, and attorneys’ fees. The decision of the arbitrator shall be binding and conclusive on the parties, except as may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administrator) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Tasha Orshoff and Meghan Freeman on behalf of the COMPANY.



XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:	DocuSigned by:	EMPLOYEE:	DocuSigned by:
By: _____		By: _____	
	A4137E406BF5494...		
	Meghan Freeman, CEO		Tasha Orshoff
	8/4/2021		8/5/2021
DATED: _____		DATED: _____	



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

Date: October 20, 2021

Re: [REDACTED]

Effective immediately, your employment position with Elite Academic Academy - Lucerne, as a Flex Elite Educator has been changed to Teacher of Record - Flex. Please see the attached job description.

All other elements of your original 21.22 contract (attached), including your pay, health and welfare benefits, and staffing calendar, remain in full effect and are not changed based on this addendum.

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

DocuSigned by:

A4137E406BF5494...
Meghan Freeman
CEO

[REDACTED]
Teacher of Record - Flex



Teacher of Record - Flex

Job Description

Position Title:	Teacher of Record - Flex
Reports To:	Director of Flex (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187 -225 days
Location:	Onsite/Remote Office

Position Summary: *Provide stimulating learning experiences to ensure academic success and to motivate students according to their individualized learning plan. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Teachers of Record - Flex are required to participate in all staff meetings and trainings; are expected to uphold the school's mission and shared values, philosophy, and policies and procedures.; and must carry and maintain a valid California teaching credential. Teachers of Record - Flex must provide daily synchronous instruction for K-3 students and weekly synchronous instruction for 4th-12th grade students. Teachers of Record - Flex must provide daily opportunities for live interaction for 4th-8th grade students, and may have to tutor students weekly if they are not making sufficient academic progress and an intervention plan is in effect. Teachers of Record - Flex may be required to meet with students in-person if in-person support is needed. Teachers of Record - Flex are expected to travel to and from learning period meetings as part of their regular work day.*

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

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

- Valid California Driver's License.

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Support the mission, vision, and goals of Elite Academic Academy.
- Serve as a contributing member of the Charter staff and collaborate with team members to achieve the school's goals.
- Teach all courses of study prescribed by the State of California virtually or traditionally.
- Assign and monitor required courses per transcript evaluation.
- Deliver individualized and small group instruction virtually or in person.
- Provide synchronous and live sessions to support increased student engagement and grade level mastery.
- Develop, adapt, and use instructional materials to teach students of varying physical, emotional, and mental aptitudes.
- Create and maintain a safe, supportive, and effective learning environment.
- Evaluate students' academic and social growth through multiple measures.
- Issue grades and credits earned, and prepare progress reports and report cards.
- Implement school adopted assessment programs into learning plans.
- Facilitate required testing and assessments.
- Assist students with Community College and CTE class enrollments.
- Communicate regularly and effectively with parents or adult students, minimally every twenty school days.
- Assist in preparation of withdrawal documentation, including withdrawal grades and credit earned.
- Participate and collaborate in meetings to improve student learning (e.g. SST, IEP, intervention, curriculum development, individualized learning plan).
- **Select instructional materials with the team; maintain inventory.**
- Identify student needs and cooperate with other professional staff members in assessing and helping solve students' health, attitude, and learning challenges.
- Create and maintain all required necessary Independent Study compliance records (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 classroom activities as necessary (e.g. field trips).
- Participate in faculty committees, the sponsorship of student activities, Elite events, and program wide activities.

Other Duties

- Proctoring duties as needed during the testing season.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely

manner; and ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).

- Assist with WASC accreditation.
- Perform other duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Current trends and research concerning the growth and development of lower school, middle school and high school age students.
- Principles, theories, practices, and methodologies used in curriculum development, instruction, and assessment.
- Procedures and best practices that promote appropriate student conduct (e.g. classroom management strategies, independent study strategies).
- Educational research concerning extrinsic and intrinsic student motivation.
- Guidance of special education practices, policies, and procedures.
- Applicable sections of the Education Code and other applicable laws.

Ability to:

- Demonstrate effective interpersonal skills.
- Communicate clearly in a timely manner, both orally and in writing.
- Foster teamwork in a collaborative work environment.
- Direct, motivate, listen to, and establish effective rapport with students, adult students and parents.
- Analyze and assess student learning.
- Use technology in an effective manner for teaching, communicating, analyzing, and reporting.
- Motivate students to develop the skills, attitudes, and understanding needed to set a good foundation for secondary level education, in accordance with each student's ability.
- Maintain professional, cordial relationships with students, parents, and staff.
- Monitor students in classrooms and other learning environments.
- Use professional judgment in making reasonable decisions or recommendations in conjunction with other staff members and/or administrative leadership.
- Solve problems and take responsibility for a variety of situations in a reasonable manner where only limited standardization exists.
- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Provide leadership to students in emergency preparedness drills and during actual emergencies, following the charter's Safety Plan. the site emergency preparedness plan. Supervise and lead students during monthly site disaster drills and an annual "charter wide" disaster drill.

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

Employee Acknowledgement:

DocuSigned by:

[Redacted Signature]

10/22/2021

Employee Signature

Printed Name

Date



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Flex Elite Educator

August 3, 2021



We are pleased to offer you the position of full-time exempt Flex Elite Educator with Elite Academic Academy - Lucerne (the "School") commencing August 9, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks. They are as follows:

Your job duties are detailed in the job description (attached) and you will report to the Director of Flex, or designee.

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

Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum *annual* salary of \$74,000 (or \$6,166.67 *per month*) less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion.

You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, at the sole and absolute discretion of the CEO, based upon, among other things, an employee's performance and the School's overall performance during the calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter offers Health and Welfare benefits, totaling \$10,800 a year (or \$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the "at will" nature of your employment may only be changed in a document signed by you and the CEO of the School.

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

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver's

license issued to persons unable to prove their presence in the United States is authorized under federal law, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.

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

This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

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

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

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

Sincerely,
DocuSigned by:

A4137E406BF5494...
Meghan Freeman
CEO

Date: 8/3/2021

AGREED TO AND ACCEPTED BY:

Employee: 

 Date: 8/3/2021



Flex Elite Educator

Job Description

Position Title:	Flex Elite Educator
Reports To:	Program Director or designee
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	185 -225 days
Location:	Onsite/Remote Office

Position Summary: *Provide stimulating learning experiences to ensure academic success and to motivate students according to their individualized learning plan. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Elite Educators are required to participate in all staff meetings and trainings. Elite Educators will meet onsite at least two days per week to work collaboratively, mentor, and train. Elite Educators are expected to uphold the school's mission and shared values, philosophy, and policies and procedures. Elite Educators must carry and maintain a valid California teaching credential. Elite Educators must meet with K-8 students at least once every 35 days but communicate weekly. High School students will be supported weekly. Elite Educators may have to tutor students weekly if they are not making sufficient academic progress and an intervention plan is in effect. Employee is expected to drive to and from learning period meetings as part of their regular workday.*

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

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

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

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Support the mission, vision, and goals of Elite Academic Academy.
- Serve as a contributing member of the Charter staff and collaborate with team members to achieve the school's goals.
- Teach all courses of study prescribed by the State of California virtually or traditionally.
- Assign and monitor required courses per transcript evaluation.
- Deliver individualized and small group instruction virtual or in person.
- Develop, adapt, and use instructional materials to teach students of varying physical, emotional, and mental aptitudes.
- Create and maintain a safe, supportive, and effective learning environment.
- Evaluate students' academic and social growth through multiple measures.
- Issue grades and credits earned, and prepare progress reports and report cards.
- Implement school adopted assessment program into learning plans. Facilitate required testing and assessments.
- Assist students with Community College and CTE class enrollments.
- Communicate regularly and effectively with parents or adult students, minimally every twenty school days.
- Assist in preparation of withdrawal documentation, including withdrawal grades and credit earned.
- Participate and collaborate in meetings to improve student learning (e.g. SST, IEP, intervention, curriculum development, individualized learning plan).
- Select instructional materials with the team; maintain inventory.
- Identify student needs and cooperate with other professional staff members in assessing and helping solve students' health, attitude, and learning challenges.
- Create and maintain all required necessary Independent Study compliance records (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 classroom activities as necessary (e.g. field trips).
- Participate in faculty committees, the sponsorship of student activities, and program wide activities.

Other Duties

- Proctoring duties as needed during the testing season.

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

KNOWLEDGE AND ABILITIES

Knowledge of:

- Current trends and research concerning the growth and development of lower school, middle school and high school age students.
- Principles, theories, practices, and methodologies used in curriculum development, instruction, and assessment.
- Procedures and best practices that promote appropriate student conduct (e.g. classroom management strategies, independent study strategies).
- Educational research concerning extrinsic and intrinsic student motivation.
- Guidance of special education practices, policies, and procedures.
- Applicable sections of the Education Code and other applicable laws.

Ability to:

- Demonstrate effective interpersonal skills.
- Communicate clearly in a timely manner, both orally and in writing.
- Foster teamwork in a collaborative work environment.
- Direct, motivate, listen to, and establish effective rapport with students, adult students and parents.
- Analyze and assess student learning.
- Use technology in an effective manner for teaching, communicating, analyzing, and reporting.
- Motivate students to develop the skills, attitudes, and understanding needed to set a good foundation for secondary level education, in accordance with each student's ability.
- Maintain professional, cordial relationships with students, parents, and staff.
- Monitor students in classrooms and other learning environments.
- Use professional judgment in making reasonable decisions or recommendations in conjunction with other staff members and/or administrative leadership.
- Solve problems and take responsibility for a variety of situations in a reasonable manner where only limited standardization exists.
- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

- Provide leadership to students in emergency preparedness drills and during actual emergencies, following the charter’s Safety Plan. the site emergency preparedness plan. Supervise and lead students during monthly site disaster drills and an annual“charter wide” disaster drill.

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

Employee Acknowledgement:

[Redacted Signature]

Employee Signature

[Redacted Name]

Printed Name

8/3/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-LUCERNE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-LUCERNE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: [REDACTED] (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-LUCERNE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of the employment relationship (including application for employment) or termination of the employment relationship or for violation of any federal, state, or other government law, statute, regulation, or ordinance, including, without limitation, the California Labor Code, the Industrial Welfare Commission Wage Orders, the California Business and Professions Code, the Fair Labor Standards Act, California’s Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 (“PAGA”) which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission (“Administrative Claims”) are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute shall be (a) heard or arbitrated on a class or collective action basis on behalf of other persons alleged to be similarly situated, or (b) joined, consolidated, or otherwise combined with the claims of other persons in one proceeding. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the “FAA”) and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. Arbitration Decision

The arbitrator shall prepare in writing and timely provide to the parties a decision and award which includes factual findings and the reasons upon which the decision is based. The arbitrator may make any award available under law, including monetary damages, injunctive relief, and attorneys’ fees. The decision of the arbitrator shall be binding and conclusive on the parties, except as may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administrator) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Tami Viveros and Meghan Freeman on behalf of the COMPANY.

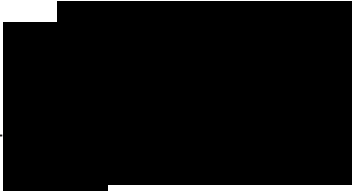
XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:	DocuSigned by:	EMPLOYEE:
	<i>Meghan Freeman</i>	
By: _____	A4137E406BF5494...	By: _____
Meghan Freeman, CEO		
DATED: _____	8/3/2021	DATED: _____
		8/3/2021



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

Date: October 20, 2021

Re: [REDACTED]

Effective immediately, your employment position with Elite Academic Academy - Lucerne, as a Homeschool Teacher has been changed to Teacher of Record - Homeschool. Please see the attached job description.

All other elements of your original 21.22 contract (attached), including your pay, health and welfare benefits, and staffing calendar, remain in full effect and are not changed based on this addendum.

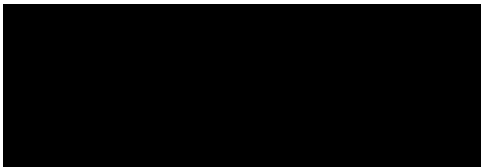
Please contact Tracy Hasper, in Human Resources, if you have any questions or concerns.

DocuSigned by:

Meghan Freeman

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Meghan Freeman
CEO





Teacher of Record - Homeschool

Job Description

Position Title:	Teacher of Record - Homeschool
Reports To:	Director of Homeschool (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000 annually
Work Schedule:	187-225 days
Location:	Remote Office

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

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

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

*Teacher of Record - Homeschool Job Description
Pending Board Approval*

- employment and thereafter updated every four years.
- Valid California Driver's License.

General Skills:

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

ESSENTIAL DUTIES AND RESPONSIBILITIES

Professional Support:

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

Responsibilities:

- Develop an educational plan with each family at the beginning of each learning period.
- Maintain daily communication through live and synchronous sessions with students and parents/guardians through online platform, email, and telephone communication.

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

Paperwork and Documentation:

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

- Master Agreements and enrollment paperwork
- Attendance Reporting

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

Advice and Support:

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

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

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

Other Duties

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

- Perform other duties as assigned.

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

Employee Acknowledgement:

DocuSigned by:




10/22/2021

Printed Name

Date



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Homeschool Teacher

July 21, 2021

[REDACTED]

We are pleased to offer you the position of full-time exempt Homeschool Teacher with Elite Academic Academy - Lucerne (the "School") commencing August 9, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks. They are as follows:

Your job duties are detailed in the job description (attached) and you will report to the Director of Homeschool, or designee.

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

Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum *annual* salary of \$74,000 (or \$6,166.67 *per month*) less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion.

You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, at the sole and absolute discretion of the CEO, based upon, among other things, an employee's performance and the School's overall performance during the calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter offers Health and Welfare benefits, totaling \$10,800 a year (or \$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the "at will" nature of your employment may only be changed in a document signed by you and the CEO of the School.

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

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver's

license issued to persons unable to prove their presence in the United States is authorized under federal law, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.

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

This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

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

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

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

Sincerely
DocuSigned by:
Meghan Freeman
A4137E406BF5494...
Meghan Freeman
CEO

7/21/2021

Date: _____

AGREED TO AND ACCEPTED BY:

Employee: [Redacted]

DocuSigned by:

[Redacted] Date: 7/25/2021



Homeschool Teacher

Job Description

Position Title:	Homeschool Teacher
Reports To:	Homeschool Director (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187-224 days
Location:	Remote Office

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

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

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

General Elite Educator Skills:

- Team player.
- Love of learning – a lifelong learner.

*Homeschool Teacher Job Description
Pending Board Approval*

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

ESSENTIAL DUTIES AND RESPONSIBILITIES

Professional Support:

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

Elite Educator Responsibilities:

- Develop an educational plan with each family at the beginning of each learning period.
- Evaluate, update, and document student progress towards the educational plan and Common Core State Standards by examining the entire body of student learning at the monthly Academic Consultation and engaging the student through evaluative discussion and observation.
- Collect work samples each learning period and use those samples to create a record of each students' learning.
- Stay current with school policy and procedure.
- Complete the required paperwork and documentation for each student according to individual deadlines.
- Advise and support parents and students.
- Ensure students' academic needs are met by ordering, researching, and suggesting curriculum.
- Suggest and provide information regarding available educational opportunities.
- Proactively seek information on high school curriculum and course work.
- Stay current with UC A-G requirements, school policy and procedure.
- Work with Program Director to ensure high school requirements are being met.
- Design Custom High School Courses according to student need.
- Maintain an accurate online budget for each student-make sure funds are spent according to academic priority—curriculum, tutoring, and then enrichment.

- Communicate school information to the parents/students.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Attend IEP and other required meetings for assigned students.
- Use computer technology, email, the Internet, and other technology.
- Attend mandatory teacher trainings and weekly meetings/mentoring sessions.
- Complete online and other trainings as determined as necessary by the school.
- Proctor state mandated tests and administer any charter required assessments, such as the Scantron assessment.
- Support high school students and parents with high school planning.
- Evaluate student transcripts for graduation/completion purposes.
- May perform other duties commensurate with the functions and level of the position.

Paperwork and Documentation:

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

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

Advice and Support:

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

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

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

Other Duties

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

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

- Noise level is generally moderate
- Meetings conducted in public and private settings
- Indoor and outdoor in varying temperature

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

Employee Acknowledgement:

[Redacted Signature]

Employee Signature

[Redacted Name]

Printed Name

7/25/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-LUCERNE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-LUCERNE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: [REDACTED] (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-LUCERNE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of the employment relationship (including application for employment) or termination of the employment relationship or for violation of any federal, state, or other government law, statute, regulation, or ordinance, including, without limitation, the California Labor Code, the Industrial Welfare Commission Wage Orders, the California Business and Professions Code, the Fair Labor Standards Act, California’s Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 (“PAGA”) which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission (“Administrative Claims”) are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute shall be (a) heard or arbitrated on a class or collective action basis on behalf of other persons alleged to be similarly situated, or (b) joined, consolidated, or otherwise combined with the claims of other persons in one proceeding. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the “FAA”) and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. Arbitration Decision

The arbitrator shall prepare in writing and timely provide to the parties a decision and award which includes factual findings and the reasons upon which the decision is based. The arbitrator may make any award available under law, including monetary damages, injunctive relief, and attorneys’ fees. The decision of the arbitrator shall be binding and conclusive on the parties, except as may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administrator) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Stef Ciccarelli and Meghan Freeman on behalf of the COMPANY.

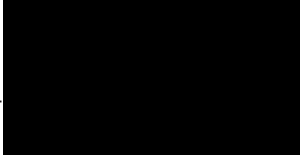
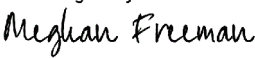
XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:	DocuSigned by:	EMPLOYEE:	
By: _____		By: _____	
	A4137E406BF5494...		
	Meghan Freeman, CEO		
DATED: _____	7/21/2021	DATED: _____	7/25/2021



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

Date: October 20, 2021

Re: [REDACTED]

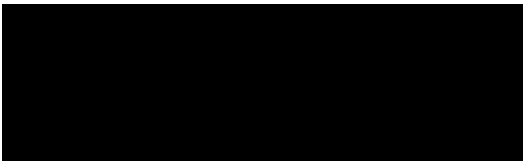
Effective immediately, your employment position with Elite Academic Academy - Lucerne, as a Virtual Lead Content Teacher - Introductory Mathematics, has been changed to Lead Content Teacher. Please see the attached job descriptions.

All other elements of your 21.22 contract (attached), including your pay, health and welfare benefits, and staffing calendar, remain in full effect and are not changed based on this addendum.

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

DocuSigned by:

A4137E406BF5494...
Meghan Freeman
CEO



Lead Content Teacher



Content Teacher Job Description

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

Position Summary:

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

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

Content Teacher Job Description
Pending Board Approval

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

General skills:

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Content Teacher:

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

*Content Teacher Job Description
Pending Board Approval*

- Provide students with standards.
- Issue midterm progress report.
- Offer office hours and tutoring opportunities for students.
- Review completed coursework and make final grade determination.
- Update course as necessary.

Personalized Courses:

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

Education:

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

Experience:

Two (2) years directly related experience.

Use of Computer Technology:

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

Physical Demands:

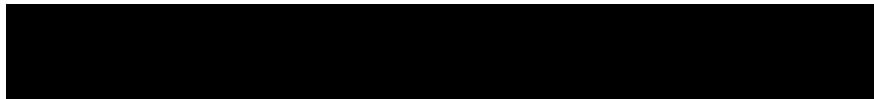
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of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

Work Environment:

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

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

Employee Acknowledgement:



10/22/2021

Employee Signature

Printed Name

Date



Lead Teacher - Job Description

Position Title:	Lead Teacher
Department:	Certificated Teaching
Reports To:	Program Director (or Designee)
FLSA Classification:	Exempt
Pay Range:	\$80,000-\$90,000
Classification:	Certificated
School Calendar Days:	187-225 Day Calendar

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

General Duties:

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

1. Professional Development:

- Training Induction Teachers, other Lead Teachers, and Mentor Teachers.
- Observing and providing peer assistance for colleagues in the area of compliance.
- Participating in professional development activities.
- Planning/Leading team meetings to ensure communication with peers.
- Participating in a formalized peer review process as a formative evaluator.
- Assisting in the coordination of all school based professional development opportunities linked to individual professional development plans and job competencies.

*Lead Teacher Job Description
Pending Board Approval*

- Assisting in the coordination of the program for Induction teachers by communicating with the Human Resources Department and college/university personnel.

2. Curriculum:

- Collaborating with colleagues to construct Elite Curriculum.
- Serving as the official liaison between your academy and the Student Support Services, Academic Innovation Department and Student Development Department.
- Assisting with identifying the curriculum needs of the faculty.
- Planning and managing the development of standards-based curriculum, instruction, assessment plans, and strategies.
- Assisting in the adoption of curriculum resources that are consistent with the charters curriculum.
- Overseeing the textbook ordering and inventory for the Academy.
- Ensuring that all curriculum is used effectively as a resource to meet curriculum goals.
- Updating themes/units and supervising theme/unit writing.
- Coordinating communication and planning among all learning communities.

3. Leadership:

- Serving as a resource to the leadership team and working with school administrators to develop, implement, and evaluate the school's Local Control Accountability Plan.
- Supporting and assisting in implementing the Elite's Mission and Vision.
- Serving on charter-level committees.
- Writing grants to aid in meeting the goals of the Continuous Improvement Plan.
- Assisting in the coordination of the school's testing program.
- Have an understanding of fiscal/financial health of the program and work with direct supervisors to ensure systems are in place to ensure fiscal solvency.

Required Qualifications:

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

Desired Qualifications:

- Professional development in the area(s) of:
 - communication and conferencing skills;
 - leadership development;
 - classroom management;
 - standards-based curriculum development;

- peer observation, coaching, mentoring, and conferencing skills;
- student and parent conferencing skills;
- knowledge of subject matter;
- independent study compliance;
- remote teaching;
- assessment of student performance;
- grant writing.
- Master's degree or higher.
- 5 or more years in the field of Education with independent study experience.

Employee Acknowledgement:

[Redacted Signature]

[Redacted Name]

10/22/2021

Printed Name

Date



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

Date: August 4, 2021

Re: [REDACTED] - 21.22 Change of Relationship

Effective August 18, 2021, your part-time position, with Elite Academic Academy - Lucerne, as a Virtual High School HQT, will be changed to the full-time position of Virtual Lead Content Teacher - Introductory Mathematics (as detailed in the attached contract and job description).

You will now receive an annual salary of \$110,000 (or \$9166.67 per month), which will be paid on or around the 26th of each month.

You will now be eligible for all benefits as generally offered to similarly situated employees of the School, as further described in the Employee Handbook. You are also eligible to participate in the health and welfare benefits program (beginning September 1, 2021).

Please see your updated contract, job description, and accompanying documents (attached) for details.

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

DocuSigned by:

A4137E406BF5494...
Meghan Freeman
CEO

DocuSigned by:


Virtual Lead Content Teacher - Introductory Mathematics



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

and **Name:** [REDACTED]

in the position of

Title: Virtual Lead Content Teacher - Introductory Mathematics

August 4, 2021

[REDACTED]

Dear [REDACTED]

We are pleased to offer you a full-time exempt position, with Elite Academic Academy - Lucerne (the "School"), as a Virtual Lead Content Teacher - Introductory Mathematics, commencing August 18, 2021, including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Elite Academic Academy team in this new capacity. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks (which we have already received). They are as follows:

Your job duties are detailed in the job description (attached) and you will report to the Director of Virtual, or designee.

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

Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum *annual* salary of \$110,000 (or \$9,166.67 *per month*) less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion.

You will also receive a stipend of \$50.00 a month for mileage/supplies (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, at the sole and absolute discretion of the CEO, based upon, among other things, an employee's performance and the School's overall performance during the calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter offers Health and Welfare benefits, totaling \$10,800 a year (or \$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the "at will" nature of your employment may only be changed in a document signed by you and the CEO of the School.

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

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement (which you previously signed), which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver's

license issued to persons unable to prove their presence in the United States is authorized under federal law, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.

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

This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

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

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

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

Sincerely,

DocuSigned by:
Meghan Freeman
N A4137E406BF5494...
CEO

8/4/2021
Date: _____

AGREED TO AND ACCEPTED BY:

Employee:

DocuSigned by:

[Redacted Signature]

8/5/2021
Date: _____



Virtual Lead Content Teacher -Introductory Mathematics Job Description

Job Title:	Virtual Lead Content Teacher-Introductory Mathematics
Department:	Virtual Academy
Reports To:	Director of Virtual, or designee
FLSA Status:	Exempt
Job Classification:	Certificated Full-time
Pay Range:	Salary Dependent Upon Experience
Position Location:	Remote Office

Position Summary:

The Virtual Lead Content Teacher is responsible for overseeing mathematics online courses, as well as leading the math department. The Virtual Lead Content Teacher reviews and sets up their course according to guidelines provided, and their knowledge of the subject material. The Virtual Lead Content teacher will also work with the Curriculum team to write A-G approved Secondary Mathematics courses. The Virtual Lead Content Teacher hosts all Live Sessions and supports small group breakout sessions. The Virtual Lead Content teacher plans weekly live sessions with discussion topics, science lab demonstrations, and engaging material to support the courses. In addition, the Virtual Content Teacher will ensure academic success of the students in their courses through consistent and clear communication, synchronous & asynchronous direct instruction sessions for student participation, holds office hours for small groups and/or 1-1 tutoring opportunities for Elite students. The Virtual Lead Content Teacher responds to students within 24 hours of receipt of a message. Communicates to Elite Educator (TOR) any concerns regarding the successful completion of a course.

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

- A valid, current, and appropriate California state Multiple Subject Credential with the authorization to teach Introductory Mathematics.
- Highly qualified to authorize students' learning in the content area served.

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

General skills:

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Elite Academic Academy Virtual Content Teacher Courses:

- Initial setup and preparation of their courses, including due dates, syllabus, grading scale, and content review.
- Provide students with syllabus, pacing guide with due dates for assignments, and assessments.
- Provide students with standards.
- Issue midterm progress report.
- Offer office hours and Tutoring opportunities for students.

- Review completed coursework and work with the Teacher of Record to determine final grades.
- Update course as necessary.
- Hold Live Sessions for each core course.
- Train the Teacher of Records in the subject material to hold small group discussions.

Personalized Courses:

- Provide parent/students with standards.
- Review the course outline and ensure the standards are covered and that there is adequate rigor.
- Provide students and parents with feedback as necessary.
- Create a pacing guide for the year for the parent and TF to utilize. This pacing guide will include due dates for assignments.
- Virtual Content Teacher gives final approval on personalized course.

Education:

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

Experience:

Two (2) years directly related experience.

Use of Computer Technology:

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

Physical Demands:

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

Work Environment:

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

Employee Acknowledgement:

DocuSigned by:

[Redacted Signature]

[Redacted Name]

8/5/2021

Printed Name

Date



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

Date: October 20, 2021

Re: [REDACTED]

Effective immediately, your employment position with Elite Academic Academy - Lucerne, as a Flex Elite Educator has been changed to Teacher of Record - Flex. Please see the attached job description.

All other elements of your original 21.22 contract (attached), including your pay, health and welfare benefits, and staffing calendar, remain in full effect and are not changed based on this addendum.

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

DocuSigned by:
Meghan Freeman
A4137E406BF5494... _____
Meghan Freeman
CEO

[REDACTED] _____
Teacher of Record - Flex



Teacher of Record - Flex

Job Description

Position Title:	Teacher of Record - Flex
Reports To:	Director of Flex (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187 -225 days
Location:	Onsite/Remote Office

Position Summary: *Provide stimulating learning experiences to ensure academic success and to motivate students according to their individualized learning plan. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Teachers of Record - Flex are required to participate in all staff meetings and trainings; are expected to uphold the school's mission and shared values, philosophy, and policies and procedures.; and must carry and maintain a valid California teaching credential. Teachers of Record - Flex must provide daily synchronous instruction for K-3 students and weekly synchronous instruction for 4th-12th grade students. Teachers of Record - Flex must provide daily opportunities for live interaction for 4th-8th grade students, and may have to tutor students weekly if they are not making sufficient academic progress and an intervention plan is in effect. Teachers of Record - Flex may be required to meet with students in-person if in-person support is needed. Teachers of Record - Flex are expected to travel to and from learning period meetings as part of their regular work day.*

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

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

- Valid California Driver's License.

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Support the mission, vision, and goals of Elite Academic Academy.
- Serve as a contributing member of the Charter staff and collaborate with team members to achieve the school's goals.
- Teach all courses of study prescribed by the State of California virtually or traditionally.
- Assign and monitor required courses per transcript evaluation.
- Deliver individualized and small group instruction virtually or in person.
- Provide synchronous and live sessions to support increased student engagement and grade level mastery.
- Develop, adapt, and use instructional materials to teach students of varying physical, emotional, and mental aptitudes.
- Create and maintain a safe, supportive, and effective learning environment.
- Evaluate students' academic and social growth through multiple measures.
- Issue grades and credits earned, and prepare progress reports and report cards.
- Implement school adopted assessment programs into learning plans.
- Facilitate required testing and assessments.
- Assist students with Community College and CTE class enrollments.
- Communicate regularly and effectively with parents or adult students, minimally every twenty school days.
- Assist in preparation of withdrawal documentation, including withdrawal grades and credit earned.
- Participate and collaborate in meetings to improve student learning (e.g. SST, IEP, intervention, curriculum development, individualized learning plan).
- **Select instructional materials with the team; maintain inventory.**
- Identify student needs and cooperate with other professional staff members in assessing and helping solve students' health, attitude, and learning challenges.
- Create and maintain all required necessary Independent Study compliance records (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 classroom activities as necessary (e.g. field trips).
- Participate in faculty committees, the sponsorship of student activities, Elite events, and program wide activities.

Other Duties

- Proctoring duties as needed during the testing season.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely

manner; and ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).

- Assist with WASC accreditation.
- Perform other duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Current trends and research concerning the growth and development of lower school, middle school and high school age students.
- Principles, theories, practices, and methodologies used in curriculum development, instruction, and assessment.
- Procedures and best practices that promote appropriate student conduct (e.g. classroom management strategies, independent study strategies).
- Educational research concerning extrinsic and intrinsic student motivation.
- Guidance of special education practices, policies, and procedures.
- Applicable sections of the Education Code and other applicable laws.

Ability to:

- Demonstrate effective interpersonal skills.
- Communicate clearly in a timely manner, both orally and in writing.
- Foster teamwork in a collaborative work environment.
- Direct, motivate, listen to, and establish effective rapport with students, adult students and parents.
- Analyze and assess student learning.
- Use technology in an effective manner for teaching, communicating, analyzing, and reporting.
- Motivate students to develop the skills, attitudes, and understanding needed to set a good foundation for secondary level education, in accordance with each student's ability.
- Maintain professional, cordial relationships with students, parents, and staff.
- Monitor students in classrooms and other learning environments.
- Use professional judgment in making reasonable decisions or recommendations in conjunction with other staff members and/or administrative leadership.
- Solve problems and take responsibility for a variety of situations in a reasonable manner where only limited standardization exists.
- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Provide leadership to students in emergency preparedness drills and during actual emergencies, following the charter's Safety Plan. the site emergency preparedness plan. Supervise and lead students during monthly site disaster drills and an annual "charter wide" disaster drill.

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

Employee Acknowledgement:

DocuSigned by:
[Redacted Signature]

[Redacted Name]

10/22/2021

E07AB14A4434402...
Employee Signature

Printed Name

Date



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

Date: August 19, 2021

Re: [REDACTED]

Retro-active to August 9, 2021, your part-time (50%) employment status will be changed to full-time (100%) status due to an increased student caseload. Your pay will be changed from hourly to salary; and your new annual income will be \$74,000; to be paid once a month (\$6,166.67 per month), on or around the 26th of each month. You will also receive a monthly travel stipend of \$50.

You will now be eligible for all benefits as generally offered to similarly situated employees of the School as further described in the Employee Handbook, including 6 days of sick pay and California State Teachers Retirement System.

You will also be eligible to participate in the health and welfare benefits program (beginning September 1, 2021). It is understood that the charter will offer health and welfare benefits, totaling \$900 per month, and that you may purchase one of the employee welfare benefits consisting of medical, dental, and vision insurance benefits offered through the Charter providers. You may opt out of medical insurance provided by the charter and retain the monthly allotment of \$200.

Please see the attached contract, including your staffing calendar (which is enclosed).

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

DocuSigned by:

Meghan Freeman

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Meghan Freeman

[REDACTED]
Flex Elite Educator



AT-WILL EMPLOYMENT AGREEMENT

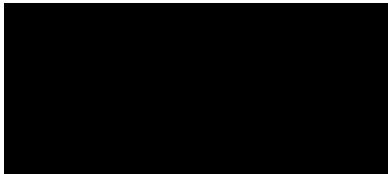
Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Flex Elite Educator

August 19, 2021



We are pleased to offer you the position of **full-time exempt** Flex Elite Educator with Elite Academic Academy - Lucerne (the "School") retroactive to August 9, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks. They are as follows:

Your job duties are detailed in the job description (attached) and you will report to the Director of Flex, or designee.

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

Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum *annual* salary of \$74,000 (or \$6,166.67 *per month*) less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion.

You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, at the sole and absolute discretion of the CEO, based upon, among other things, an employee's performance and the School's overall performance during the calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter offers Health and Welfare benefits, totaling \$10,800 a year (or \$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the "at will" nature of your employment may only be changed in a document signed by you and the CEO of the School.

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

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement (which you previously signed), which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver's

license issued to persons unable to prove their presence in the United States is authorized under federal law, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.

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

This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

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

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

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

Sincerely,

DocuSigned by:
Meghan Freeman
A4137E406BF5494...
Meghan Freeman
CEO

Date: 8/19/2021

AGREED TO AND ACCEPTED BY:

Employee: [REDACTED]
DocuSigned by:

[REDACTED] Date: 8/19/2021



Flex Elite Educator

Job Description

Position Title:	Flex Elite Educator
Reports To:	Program Director or designee
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	185 -225 days
Location:	Onsite/Remote Office

Position Summary: *Provide stimulating learning experiences to ensure academic success and to motivate students according to their individualized learning plan. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Elite Educators are required to participate in all staff meetings and trainings. Elite Educators will meet onsite at least two days per week to work collaboratively, mentor, and train. Elite Educators are expected to uphold the school's mission and shared values, philosophy, and policies and procedures. Elite Educators must carry and maintain a valid California teaching credential. Elite Educators must meet with K-8 students at least once every 35 days but communicate weekly. High School students will be supported weekly. Elite Educators may have to tutor students weekly if they are not making sufficient academic progress and an intervention plan is in effect. Employee is expected to drive to and from learning period meetings as part of their regular workday.*

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

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

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

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Support the mission, vision, and goals of Elite Academic Academy.
- Serve as a contributing member of the Charter staff and collaborate with team members to achieve the school's goals.
- Teach all courses of study prescribed by the State of California virtually or traditionally.
- Assign and monitor required courses per transcript evaluation.
- Deliver individualized and small group instruction virtual or in person.
- Develop, adapt, and use instructional materials to teach students of varying physical, emotional, and mental aptitudes.
- Create and maintain a safe, supportive, and effective learning environment.
- Evaluate students' academic and social growth through multiple measures.
- Issue grades and credits earned, and prepare progress reports and report cards.
- Implement school adopted assessment program into learning plans. Facilitate required testing and assessments.
- Assist students with Community College and CTE class enrollments.
- Communicate regularly and effectively with parents or adult students, minimally every twenty school days.
- Assist in preparation of withdrawal documentation, including withdrawal grades and credit earned.
- Participate and collaborate in meetings to improve student learning (e.g. SST, IEP, intervention, curriculum development, individualized learning plan).
- Select instructional materials with the team; maintain inventory.
- Identify student needs and cooperate with other professional staff members in assessing and helping solve students' health, attitude, and learning challenges.
- Create and maintain all required necessary Independent Study compliance records (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 classroom activities as necessary (e.g. field trips).
- Participate in faculty committees, the sponsorship of student activities, and program wide activities.

Other Duties

- Proctoring duties as needed during the testing season.

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

KNOWLEDGE AND ABILITIES

Knowledge of:

- Current trends and research concerning the growth and development of lower school, middle school and high school age students.
- Principles, theories, practices, and methodologies used in curriculum development, instruction, and assessment.
- Procedures and best practices that promote appropriate student conduct (e.g. classroom management strategies, independent study strategies).
- Educational research concerning extrinsic and intrinsic student motivation.
- Guidance of special education practices, policies, and procedures.
- Applicable sections of the Education Code and other applicable laws.

Ability to:

- Demonstrate effective interpersonal skills.
- Communicate clearly in a timely manner, both orally and in writing.
- Foster teamwork in a collaborative work environment.
- Direct, motivate, listen to, and establish effective rapport with students, adult students and parents.
- Analyze and assess student learning.
- Use technology in an effective manner for teaching, communicating, analyzing, and reporting.
- Motivate students to develop the skills, attitudes, and understanding needed to set a good foundation for secondary level education, in accordance with each student's ability.
- Maintain professional, cordial relationships with students, parents, and staff.
- Monitor students in classrooms and other learning environments.
- Use professional judgment in making reasonable decisions or recommendations in conjunction with other staff members and/or administrative leadership.
- Solve problems and take responsibility for a variety of situations in a reasonable manner where only limited standardization exists.
- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

- Provide leadership to students in emergency preparedness drills and during actual emergencies, following the charter’s Safety Plan. the site emergency preparedness plan. Supervise and lead students during monthly site disaster drills and an annual“charter wide” disaster drill.

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

Employee Acknowledgement:

[Redacted Signature]

Employee Signature

[Redacted Name]

Printed Name

8/19/2021

Date

EAA 2021/2022 Staffing Calendar - New Hire 224 Day (12 month) Employees

JULY							AUGUST							SEPTEMBER							OCTOBER							Important Dates						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S							
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EAA 2021/2022 Staffing Calendar - Payroll

JULY							AUGUST							SEPTEMBER							OCTOBER							Important Dates																		
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NOTICE TO EMPLOYEE AS TO CHANGE IN RELATIONSHIP
(Issued pursuant to provisions of Section 1089 of the
California Unemployment Insurance Code)

Date: October 20, 2021

Re: [REDACTED]

Effective immediately, your employment position with Elite Academic Academy - Lucerne, as a Virtual Teacher has been changed to Teacher of Record - Virtual. Please see the attached job description.

All other elements of your original 21.22 contract (attached), including your pay, health and welfare benefits, and staffing calendar, remain in full effect and are not changed based on this addendum.

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

DocuSigned by:
Meghan Freeman
A4137E406BF5494... _____
Meghan Freeman
CEO

[REDACTED] _____
Virtual



Teacher of Record - Virtual

Job Description

Position Title:	Teacher of Record - Virtual
Reports to:	Director of Virtual (or designee)
Classification:	Certificated
Pay Range:	Starting at \$62,000 annually
Work Schedule:	187-225
Location:	Remote classroom with travel

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

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

- Bachelor's Degree or higher from an accredited university.
- A valid, current, and appropriate California state Teaching Credential (ELL Authorization, or BCLAD, or CLAD).
- *Desirable:* Career Technical Education Credential (CTE Credential); Dual single subject credential or PPS Credential.
- State and Federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.

*Teacher of Record - Virtual Job Description
Pending Board Approval*

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Section 1: Management of Homeroom Caseload

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

Section 2: Student Supports

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

Section 3: Professional Development & Staff Collaboration

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

Section 4: General & Essential Duties

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

Knowledge of:

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

Ability to:

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

Work Environment:

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

Physical Demands:

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

HAZARDS:

Contact with dissatisfied individuals.

Employee Acknowledgement:



Employee Signature



Printed Name

10/22/2021

Date

*Teacher of Record - Virtual Job Description
Pending Board Approval*



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

Date: July 30, 2021

Re: [REDACTED]

Effective as of August 9, 2021 your employment position with Elite Academic Academy - Lucerne (as a Temporary Track A Teacher of Record) will end and your position will be changed to a full-time exempt Virtual Teacher, with Elite Academic Academy - Lucerne.

Please see the attached contract, and job description for your review and consideration.

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

DocuSigned by:
Meghan Freeman
A4137E406BF5494...

Meghan Freeman
CEO

[REDACTED]

Virtual Teacher



AT-WILL EMPLOYMENT AGREEMENT

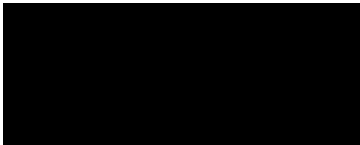
Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Virtual Teacher

July 30, 2021



Dear [REDACTED]

We are pleased to offer you the position of full-time exempt Virtual Teacher with Elite Academic Academy - Lucerne (the "School") commencing August 9, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks. They are as follows:

Your job duties are detailed in the job description (attached) and you will report to the Director of Virtual, or designee.

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

Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum *annual* salary of \$74,000 (or \$6,166.67 *per month*) less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion.

You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, at the sole and absolute discretion of the CEO, based upon, among other things, an employee's performance and the School's overall performance during the calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter offers Health and Welfare benefits, totaling \$10,800 a year (or \$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the "at will" nature of your employment may only be changed in a document signed by you and the CEO of the School.

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

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver's

license issued to persons unable to prove their presence in the United States is authorized under federal law, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.

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

This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

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

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

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

Sincerely,

DocuSigned by:
Meghan Freeman

Meghan Freeman
A4137E406BF5494...

CEO

7/30/2021

Date: _____

AGREED TO AND ACCEPTED BY:

Employee: [Redacted]

DocuSigned by:

[Redacted Signature]

7/30/2021

Date: _____



Position Title: Virtual Teacher (6-12)
Reports to: Director of Virtual or designee
Classification: Certificated
Pay Range: Dependent upon experience & student enrollment
Work Schedule: 187-224
Location: Remote classroom with travel.

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

Qualifications & Essential Duties:

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

*Virtual Teacher Job Description
Board Approved: June 20, 2019*

Section 1: Management of Homeroom Caseload

- Maintain weekly communication with students and parents/guardians through online platform, email, and telephone communication.
- Monitor student progress in various courses.
- Assess students academic needs.
- Collaborate with student to track self-progress.
- Monitor homeroom student attendance.
- Collect needs assessment and detail vendor placement for students.
- Collect student work samples from caseloads.
- Collaborate with colleagues to create success plans for struggling students in various courses.
- Directly communicate general announcements with parents/guardians, students, and community partners.
- Consistently update communication log/documentation in Student Information Systems.
- Communicate lessons and create supplemental lessons to for homeroom curriculum.

Section 2: Student Supports

- Actively participates in Parent Conferences.
- Create lesson plans that meet state educational standards.
- Creatively supplement curriculum to engage students.
- Supports Special Education by attending IEP and filling out IEP forms/communications.
- Differentiates instruction to meet student needs/provides additional or supplemental materials when needed.
- Establishes positive and appropriate student-teacher relationships.
- Provides “Elite Progress Support Plans” for students who need to catch up on assignments or students who are struggling in course(s).
- Mentor students as an acting advisor in student clubs.

Section 3: Professional Development & Staff Collaboration

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

Section 4: General & Essential Duties

- Proctors exams and other assessments (locally/various counties).

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

Knowledge of:

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

Ability to:

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

- Accessible access to internet.
- Demonstrate integrity when making decisions.
- Travel locally, nationally, and internationally with student enrichment and educational trips.

Work Environment:

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

Physical Demands:

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


HAZARDS:

Contact with dissatisfied individuals.

Employee Acknowledgement:



Employee Signature



Printed Name

7/30/2021

Date

EAA 2021/2022 Staffing Calendar - Payroll

JULY							AUGUST							SEPTEMBER							OCTOBER							Important Dates																		
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S																			
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																												5/30	Memorial Day																	



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

Date: October 20, 2021

Re: [REDACTED]

Effective immediately, your employment position with Elite Academic Academy - Lucerne, as a Flex Elite Educator has been changed to Teacher of Record - Flex. Please see the attached job description.

All other elements of your original 21.22 contract (attached), including your pay, health and welfare benefits, and staffing calendar, remain in full effect and are not changed based on this addendum.

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

DocuSigned by:
Meghan Freeman
A4137E406BF5494...
Meghan Freeman
CEO

DocuSigned by:
[REDACTED]
Teacher of Record - Flex



Teacher of Record - Flex

Job Description

Position Title:	Teacher of Record - Flex
Reports To:	Director of Flex (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187 -225 days
Location:	Onsite/Remote Office

Position Summary: *Provide stimulating learning experiences to ensure academic success and to motivate students according to their individualized learning plan. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Teachers of Record - Flex are required to participate in all staff meetings and trainings; are expected to uphold the school's mission and shared values, philosophy, and policies and procedures.; and must carry and maintain a valid California teaching credential. Teachers of Record - Flex must provide daily synchronous instruction for K-3 students and weekly synchronous instruction for 4th-12th grade students. Teachers of Record - Flex must provide daily opportunities for live interaction for 4th-8th grade students, and may have to tutor students weekly if they are not making sufficient academic progress and an intervention plan is in effect. Teachers of Record - Flex may be required to meet with students in-person if in-person support is needed. Teachers of Record - Flex are expected to travel to and from learning period meetings as part of their regular work day.*

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

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

- Valid California Driver's License.

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Support the mission, vision, and goals of Elite Academic Academy.
- Serve as a contributing member of the Charter staff and collaborate with team members to achieve the school's goals.
- Teach all courses of study prescribed by the State of California virtually or traditionally.
- Assign and monitor required courses per transcript evaluation.
- Deliver individualized and small group instruction virtually or in person.
- Provide synchronous and live sessions to support increased student engagement and grade level mastery.
- Develop, adapt, and use instructional materials to teach students of varying physical, emotional, and mental aptitudes.
- Create and maintain a safe, supportive, and effective learning environment.
- Evaluate students' academic and social growth through multiple measures.
- Issue grades and credits earned, and prepare progress reports and report cards.
- Implement school adopted assessment programs into learning plans.
- Facilitate required testing and assessments.
- Assist students with Community College and CTE class enrollments.
- Communicate regularly and effectively with parents or adult students, minimally every twenty school days.
- Assist in preparation of withdrawal documentation, including withdrawal grades and credit earned.
- Participate and collaborate in meetings to improve student learning (e.g. SST, IEP, intervention, curriculum development, individualized learning plan).
- **Select instructional materials with the team; maintain inventory.**
- Identify student needs and cooperate with other professional staff members in assessing and helping solve students' health, attitude, and learning challenges.
- Create and maintain all required necessary Independent Study compliance records (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 classroom activities as necessary (e.g. field trips).
- Participate in faculty committees, the sponsorship of student activities, Elite events, and program wide activities.

Other Duties

- Proctoring duties as needed during the testing season.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely

manner; and ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).

- Assist with WASC accreditation.
- Perform other duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Current trends and research concerning the growth and development of lower school, middle school and high school age students.
- Principles, theories, practices, and methodologies used in curriculum development, instruction, and assessment.
- Procedures and best practices that promote appropriate student conduct (e.g. classroom management strategies, independent study strategies).
- Educational research concerning extrinsic and intrinsic student motivation.
- Guidance of special education practices, policies, and procedures.
- Applicable sections of the Education Code and other applicable laws.

Ability to:

- Demonstrate effective interpersonal skills.
- Communicate clearly in a timely manner, both orally and in writing.
- Foster teamwork in a collaborative work environment.
- Direct, motivate, listen to, and establish effective rapport with students, adult students and parents.
- Analyze and assess student learning.
- Use technology in an effective manner for teaching, communicating, analyzing, and reporting.
- Motivate students to develop the skills, attitudes, and understanding needed to set a good foundation for secondary level education, in accordance with each student's ability.
- Maintain professional, cordial relationships with students, parents, and staff.
- Monitor students in classrooms and other learning environments.
- Use professional judgment in making reasonable decisions or recommendations in conjunction with other staff members and/or administrative leadership.
- Solve problems and take responsibility for a variety of situations in a reasonable manner where only limited standardization exists.
- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Provide leadership to students in emergency preparedness drills and during actual emergencies, following the charter's Safety Plan. the site emergency preparedness plan. Supervise and lead students during monthly site disaster drills and an annual "charter wide" disaster drill.

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

Employee Acknowledgement:

DocuSigned by:




10/24/2021

Printed Name

Date



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

Date: September 17, 2021

Re: [REDACTED]

Effective September 20, 2021, your part-time (50%) non-exempt position, as a Flex Elite Educator, with Elite Academic Academy - Lucerne (as detailed in your attached contract), will be changed to part-time (75%) due to increased student caseload.

As a 75% employee you will now be paid \$41.29 per hour for 30 hours per week; and, you will also be paid, at your hourly rate, for an additional 25% of required staff meetings and professional development.

You will also now receive a stipend of \$37.50 a month for mileage (in lieu of mileage reimbursement). You will continue to be paid twice a month on, or around, the 10th and 26th of each month.

All other elements of your 21.22 contract (attached), including your job description, and staffing calendar, remain in full effect and are not changed based on this addendum.

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

DocuSigned by:
Meghan Freeman
A4137E406BF5494...
Meghan Freeman
CEO

9/20/2021

[REDACTED]

9/20/2021

Flex Elite Educator



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - LUCERNE

Name: [REDACTED]

in the position of

Title: Flex Elite Educator

August 23, 2021

[REDACTED]

We are pleased to offer you the position of **Part-Time (NON-Exempt) Flex Elite Educator** with Elite Academic Academy – Lucerne (the “School”) commencing **August 25, 2021**. We are delighted you chose to join the Elite Academic Academy team and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the “Agreement”), and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks. They are as follows:

1. Your job duties are detailed in the attached job description (“Exhibit A”) and you will report to the Director of Flex, or designee. A copy of your job description, attached hereto as Exhibit A, is incorporated by reference herein. The duties set forth in that job description may be amended from time to time at the sole discretion of the School.
2. You agree that you will at all times faithfully, industriously, and to the best of your ability perform all of the duties that may be required of you which shall include:
 - a. Fulfilling the functions enumerated in the job description, attached hereto as Exhibit A;
 - b. Such other duties as assigned by the Board of the School or your supervisor from time-to-time as necessary in the School’s discretion and judgment to effectuate the purposes of this Agreement. You understand that the School may at times make assignments that are in addition to those expressly described in this Agreement.

- c. Attending any scheduled School events or training or planning sessions before or during the school year if requested by your direct supervisor; and
 - d. Following and abiding by the School's policies and procedures as adopted and amended from time-to-time, including those policies and procedures set forth in the School's current Employee Handbook, which may be amended from time to time at the sole discretion of the School.
3. You agree that while you are working for the School you will not render services in person or by electronic means, paid or otherwise, to any other entity, unless prior written approval is given by the CEO.
4. Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum rate of \$41.29 an hour for all regular hours worked, for a maximum of 20 hours per week, less applicable withholdings, for 187 days of work (see attached calendar), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion. [Note: *You will also be paid, at your hourly rate, for an additional 50% of all required staff meetings and professional development.*]

We anticipate that there will be occasions when we will ask you to work over 20 hours per week, and/or occasions when you may be asked to work overtime (not including the required meetings/professional development referenced above). All overtime hours must be approved in advance by your supervisor. For any overtime hours worked, you will be paid at the appropriate overtime rate in accordance with all applicable laws.

You will also receive a stipend of \$25.00 a month for mileage (in lieu of mileage reimbursement. You will be paid twice a month on, or around, the 10th and 26th of each month. Human Resources will confirm your exact pay dates. [Note: You will also be paid, at your hourly rate, for an additional 50% of required staff meetings and professional development.]

5. As a part-time employee you will not generally be eligible for benefits, except for those required by law such as paid sick time, and California State Teachers Retirement System.
6. You shall be provided with a duty-free, uninterrupted unpaid meal period of at least thirty minutes for a work period of over 5 hours in a day and one rest break of 10 minutes for every 4 hours worked or major fraction thereof. Your supervisor will schedule the times for your meal and rest periods.
7. You are required to record your time via our timekeeping system, Paycom. You will be provided with specific instructions regarding this system. You will be responsible for reviewing, approving, and submitting your time to your supervisor. You must report any instance where you believe your time, or pay, is inaccurate to the payroll department.
8. Your employment at Elite Academic Academy is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual

benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the "at will" nature of your employment may only be changed in a document signed by you and the Chief Executive Officer of the School.

9. It is a condition of your employment that you sign the School's Arbitration Agreement which provides that any disputes between you and the School be submitted to binding arbitration. You should notify the School in writing of any complaints you have with respect to your employment so that any issues can immediately be addressed and rectified.
10. It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the school's trade secret, confidential and proprietary information as well as an assignment to Elite Academic Academy of the ideas, concepts and other intellectual property that you create while you are employed by the school.
11. The School is an equal opportunity employer. Company policy prohibits discrimination, retaliation, or harassment based on practices, national origin, including language use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.
12. You affirm that you are not a party to any agreement(s) such as a non-competition agreement that would prohibit you from employment with us.
13. This Agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This Agreement may be amended only by a writing signed by both yourself and the CEO.
14. On your first day of work you will be required to complete the INS form I-9. Please bring appropriate identification that shows your eligibility to work in the United States.

If these terms are acceptable to you, please sign one copy of this offer letter and return it at your earliest convenience. This offer will remain open for 7 days.

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

Sincerely,

DocuSigned by:
Meghan Freeman
A4137E406BF5494...

Meghan Freeman, CEO

CEO/Designee Signature:

Date: [Redacted]

AGREED TO AND ACCEPTED BY:

[Redacted]

Employee Signature:

DocuSigned by:
[Redacted Signature]

Date: 8/23/2021

[Redacted]
[Redacted]
[Redacted]



Flex Elite Educator

Job Description

Position Title:	Flex Elite Educator
Reports To:	Program Director or designee
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	185 -225 days
Location:	Onsite/Remote Office

Position Summary: *Provide stimulating learning experiences to ensure academic success and to motivate students according to their individualized learning plan. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Elite Educators are required to participate in all staff meetings and trainings. Elite Educators will meet onsite at least two days per week to work collaboratively, mentor, and train. Elite Educators are expected to uphold the school's mission and shared values, philosophy, and policies and procedures. Elite Educators must carry and maintain a valid California teaching credential. Elite Educators must meet with K-8 students at least once every 35 days but communicate weekly. High School students will be supported weekly. Elite Educators may have to tutor students weekly if they are not making sufficient academic progress and an intervention plan is in effect. Employee is expected to drive to and from learning period meetings as part of their regular workday.*

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

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

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

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Support the mission, vision, and goals of Elite Academic Academy.
- Serve as a contributing member of the Charter staff and collaborate with team members to achieve the school's goals.
- Teach all courses of study prescribed by the State of California virtually or traditionally.
- Assign and monitor required courses per transcript evaluation.
- Deliver individualized and small group instruction virtual or in person.
- Develop, adapt, and use instructional materials to teach students of varying physical, emotional, and mental aptitudes.
- Create and maintain a safe, supportive, and effective learning environment.
- Evaluate students' academic and social growth through multiple measures.
- Issue grades and credits earned, and prepare progress reports and report cards.
- Implement school adopted assessment program into learning plans. Facilitate required testing and assessments.
- Assist students with Community College and CTE class enrollments.
- Communicate regularly and effectively with parents or adult students, minimally every twenty school days.
- Assist in preparation of withdrawal documentation, including withdrawal grades and credit earned.
- Participate and collaborate in meetings to improve student learning (e.g. SST, IEP, intervention, curriculum development, individualized learning plan).
- Select instructional materials with the team; maintain inventory.
- Identify student needs and cooperate with other professional staff members in assessing and helping solve students' health, attitude, and learning challenges.
- Create and maintain all required necessary Independent Study compliance records (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 classroom activities as necessary (e.g. field trips).
- Participate in faculty committees, the sponsorship of student activities, and program wide activities.

Other Duties

- Proctoring duties as needed during the testing season.

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

KNOWLEDGE AND ABILITIES

Knowledge of:

- Current trends and research concerning the growth and development of lower school, middle school and high school age students.
- Principles, theories, practices, and methodologies used in curriculum development, instruction, and assessment.
- Procedures and best practices that promote appropriate student conduct (e.g. classroom management strategies, independent study strategies).
- Educational research concerning extrinsic and intrinsic student motivation.
- Guidance of special education practices, policies, and procedures.
- Applicable sections of the Education Code and other applicable laws.

Ability to:

- Demonstrate effective interpersonal skills.
- Communicate clearly in a timely manner, both orally and in writing.
- Foster teamwork in a collaborative work environment.
- Direct, motivate, listen to, and establish effective rapport with students, adult students and parents.
- Analyze and assess student learning.
- Use technology in an effective manner for teaching, communicating, analyzing, and reporting.
- Motivate students to develop the skills, attitudes, and understanding needed to set a good foundation for secondary level education, in accordance with each student's ability.
- Maintain professional, cordial relationships with students, parents, and staff.
- Monitor students in classrooms and other learning environments.
- Use professional judgment in making reasonable decisions or recommendations in conjunction with other staff members and/or administrative leadership.
- Solve problems and take responsibility for a variety of situations in a reasonable manner where only limited standardization exists.
- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

- Provide leadership to students in emergency preparedness drills and during actual emergencies, following the charter’s Safety Plan. the site emergency preparedness plan. Supervise and lead students during monthly site disaster drills and an annual“charter wide” disaster drill.

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

Employee Acknowledgement:

[Redacted Signature]

Employee Signature

[Redacted Name]

Printed Name

8/23/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-LUCERNE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-LUCERNE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: [REDACTED] (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-LUCERNE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of the employment relationship (including application for employment) or termination of the employment relationship or for violation of any federal, state, or other government law, statute, regulation, or ordinance, including, without limitation, the California Labor Code, the Industrial Welfare Commission Wage Orders, the California Business and Professions Code, the Fair Labor Standards Act, California’s Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 (“PAGA”) which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission (“Administrative Claims”) are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute shall be (a) heard or arbitrated on a class or collective action basis on behalf of other persons alleged to be similarly situated, or (b) joined, consolidated, or otherwise combined with the claims of other persons in one proceeding. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the “FAA”) and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. Arbitration Decision

The arbitrator shall prepare in writing and timely provide to the parties a decision and award which includes factual findings and the reasons upon which the decision is based. The arbitrator may make any award available under law, including monetary damages, injunctive relief, and attorneys’ fees. The decision of the arbitrator shall be binding and conclusive on the parties, except as may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administrator) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Melissa Figueroa and Meghan Freeman on behalf of the COMPANY.


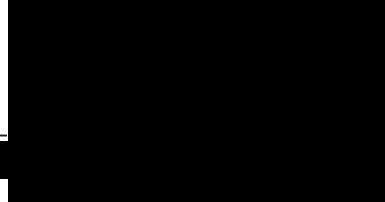
XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:		EMPLOYEE:	
By: _____	A4137E406BF5494... Meghan Freeman, CEO	By: _____	_____
DATED: _____	8/23/2021	DATED: _____	8/23/2021

EAA 2021/2022 Staffing Calendar - 187 Day (11 month) Employees

JULY							AUGUST							SEPTEMBER							OCTOBER							Important Dates						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S							



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

Date: October 20, 2021

Re: [REDACTED]

Effective immediately, your employment position with Elite Academic Academy - Lucerne, as a Virtual Content Teacher - Science (Single Subject), has been changed to Content Teacher. Please see the attached job description.

All other elements of your original 21.22 contract (attached), including your pay, health and welfare benefits, and staffing calendar, remain in full effect and are not changed based on this addendum.

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

DocuSigned by:
Meghan Freeman
A4137E406BF5494...

Meghan Freeman
CEO

[REDACTED]

Content Teacher



Content Teacher Job Description

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

Position Summary:

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

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

Content Teacher Job Description
Pending Board Approval

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

General skills:

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Content Teacher:

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

*Content Teacher Job Description
Pending Board Approval*

- Provide students with standards.
- Issue midterm progress report.
- Offer office hours and tutoring opportunities for students.
- Review completed coursework and make final grade determination.
- Update course as necessary.

Personalized Courses:

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

Education:

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

Experience:

Two (2) years directly related experience.

Use of Computer Technology:

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

Physical Demands:

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

Work Environment:

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

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

Employee Acknowledgement:

		10/24/2021
Employee Signature	Printed Name	Date



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Virtual Content Teacher - Science (Single Subject)

August 16, 2021

[REDACTED]

[REDACTED]

We are pleased to offer you the position of full-time exempt Virtual Content Teacher - Science (Single Subject) with Elite Academic Academy- Lucerne (the "School") commencing August 18, 2021, with 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks. They are as follows:

Your job duties are detailed in the attached job description (attached) and you will report to the Director of Virtual, or designee.

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

Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum annual salary of \$90,000 (\$8,181.81 per month, August 2021 thru June 2022) less applicable withholdings, for 187 days of work (see calendar attached), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion. [Note: You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, at the sole and absolute discretion of the CEO, based upon, among other things, an employee's performance and the School's overall performance during the calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter offers Health and Welfare benefits, totaling \$10,800 a year (or \$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the "at will" nature of your employment may only be changed in a document signed by you and the CEO of the School.

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

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under

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

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

This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

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

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

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

Sincerely,

DocuSigned by:
Meghan Freeman
M A4137E406BF5494...
CEO

8/16/2021

Date: _____

AGREED TO AND ACCEPTED BY:

Employee: [REDACTED]

[REDACTED]

DocuSigned by:

Date: 8/16/2021



Virtual Content Teacher - Science Single Subject Job Description

Job Title:	Virtual Content Teacher - Science Single Subject
Department:	Virtual Academy
Reports To:	Director of Virtual, or designee
FLSA Status:	Exempt
Job Classification:	Certificated Full-time
Pay Range:	Salary Dependent Upon Experience
Position Location:	Remote Office

Position Summary:

The Virtual Content Teacher is responsible for overseeing Secondary Science online courses. The Virtual Content Teacher reviews and sets up their course according to guidelines provided, and their knowledge of the subject material. The Virtual Content teacher will also work with the Curriculum team to write A-G approved Secondary Science courses. The Virtual Content Teacher hosts all Live Sessions and supports small group breakout sessions. The Virtual Content teacher plans weekly live sessions with discussion topics, science lab demonstrations, and engaging material to support the courses. In addition, the Virtual Content Teacher will ensure academic success of the students in their courses through consistent and clear communication, synchronous & asynchronous direct instruction sessions for student participation, holds office hours for small groups and/or 1-1 tutoring opportunities for Elite students. The Virtual Content Teacher responds to students within 24 hours of receipt of a message. Communicates to Elite Educator (TOR) any concerns regarding the successful completion of a course.

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

- A valid, current, and appropriate California state Single-Subject Science Credential in the areas Foundational-Level General Science, Biological Sciences, Chemistry, Geosciences, & Physics

*Virtual Content Teacher - Science (Single Subject) Job Description
Pending Board Approval*

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

General skills:

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Elite Academic Academy Virtual Content Teacher Courses:

- Initial setup and preparation of their courses, including due dates, syllabus, grading scale, and content review.
- Provide students with syllabus, pacing guide with due dates for assignments, and assessments.
- Provide students with standards.
- Issue midterm progress report.
- Offer office hours and Tutoring opportunities for students.
- Review completed coursework and work with the Teacher of Record to determine final grades.

*Virtual Content Teacher - Science (Single Subject) Job Description
Pending Board Approval*

- Update course as necessary.
- Hold Live Sessions for each core course.
- Train the Teacher of Records in the subject material to hold small group discussions.

Personalized Courses:

- Provide parent/students with standards.
- Review the course outline and ensure the standards are covered and that there is adequate rigor.
- Provide students and parents with feedback as necessary.
- Create a pacing guide for the year for the parent and TF to utilize. This pacing guide will include due dates for assignments.
- Virtual Content Teacher gives final approval on personalized course.

Education:

Bachelor's Degree (minimum)/Master's Degree preferred

Single Subject credential by coursework or exam -or- HQ by other means (e.g. HOUSSE, VPSS, etc.)

Experience:

Two (2) years directly related experience.

Use of Computer Technology:

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

Physical Demands:

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

Work Environment:

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

Employee Acknowledgement:

[Redacted Signature]

Employee Signature

[Redacted Name]

Printed Name

8/16/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-LUCERNE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-LUCERNE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: [REDACTED] (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-LUCERNE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of the employment relationship (including application for employment) or termination of the employment relationship or for violation of any federal, state, or other government law, statute, regulation, or ordinance, including, without limitation, the California Labor Code, the Industrial Welfare Commission Wage Orders, the California Business and Professions Code, the Fair Labor Standards Act, California’s Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 (“PAGA”) which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission (“Administrative Claims”) are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute shall be (a) heard or arbitrated on a class or collective action basis on behalf of other persons alleged to be similarly situated, or (b) joined, consolidated, or otherwise combined with the claims of other persons in one proceeding. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the “FAA”) and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. Arbitration Decision

The arbitrator shall prepare in writing and timely provide to the parties a decision and award which includes factual findings and the reasons upon which the decision is based. The arbitrator may make any award available under law, including monetary damages, injunctive relief, and attorneys’ fees. The decision of the arbitrator shall be binding and conclusive on the parties, except as may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administrator) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Matthew Martin and Meghan Freeman on behalf of the COMPANY.


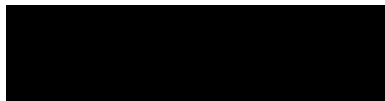
XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:		EMPLOYEE:	
By:	_____	By:	_____
	Meghan Freeman, CEO		
	8/16/2021		
DATED:	_____	DATED:	_____

EAA 2021/2022 Staffing Calendar - Payroll

JULY							AUGUST							SEPTEMBER							OCTOBER							Important Dates						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S							
				1	2	3	1	2	3	4	5	6	7				1	2	3	4						1	2							
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9	7/4						
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	Independence Day Holiday						
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	Labor Day Holiday						
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30		24	25	26	27	28	29	30	Veteran's Day Holiday							
																				31							Thanksgiving Break							
																											Winter Break							
																											MLK Day Holiday							
																											Presidents' Day Weekend							
																											Spring Break							
																											Memorial Day							



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

Date: October 20, 2021

Re: [REDACTED]

Effective immediately, your employment position with Elite Academic Academy - Lucerne, as a Flex Elite Educator has been changed to Teacher of Record - Flex. Please see the attached job description.

All other elements of your original 21.22 contract (attached), including your pay, health and welfare benefits, and staffing calendar, remain in full effect and are not changed based on this addendum.

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

DocuSigned by:
Meghan Freeman
A4137E4068F5494...

Meghan Freeman
CEO

[REDACTED]

Teacher of Record - Flex



Teacher of Record - Flex

Job Description

Position Title:	Teacher of Record - Flex
Reports To:	Director of Flex (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187 -225 days
Location:	Onsite/Remote Office

Position Summary: *Provide stimulating learning experiences to ensure academic success and to motivate students according to their individualized learning plan. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Teachers of Record - Flex are required to participate in all staff meetings and trainings; are expected to uphold the school's mission and shared values, philosophy, and policies and procedures.; and must carry and maintain a valid California teaching credential. Teachers of Record - Flex must provide daily synchronous instruction for K-3 students and weekly synchronous instruction for 4th-12th grade students. Teachers of Record - Flex must provide daily opportunities for live interaction for 4th-8th grade students, and may have to tutor students weekly if they are not making sufficient academic progress and an intervention plan is in effect. Teachers of Record - Flex may be required to meet with students in-person if in-person support is needed. Teachers of Record - Flex are expected to travel to and from learning period meetings as part of their regular work day.*

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

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

- Valid California Driver's License.

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Support the mission, vision, and goals of Elite Academic Academy.
- Serve as a contributing member of the Charter staff and collaborate with team members to achieve the school's goals.
- Teach all courses of study prescribed by the State of California virtually or traditionally.
- Assign and monitor required courses per transcript evaluation.
- Deliver individualized and small group instruction virtually or in person.
- Provide synchronous and live sessions to support increased student engagement and grade level mastery.
- Develop, adapt, and use instructional materials to teach students of varying physical, emotional, and mental aptitudes.
- Create and maintain a safe, supportive, and effective learning environment.
- Evaluate students' academic and social growth through multiple measures.
- Issue grades and credits earned, and prepare progress reports and report cards.
- Implement school adopted assessment programs into learning plans.
- Facilitate required testing and assessments.
- Assist students with Community College and CTE class enrollments.
- Communicate regularly and effectively with parents or adult students, minimally every twenty school days.
- Assist in preparation of withdrawal documentation, including withdrawal grades and credit earned.
- Participate and collaborate in meetings to improve student learning (e.g. SST, IEP, intervention, curriculum development, individualized learning plan).
- **Select instructional materials with the team; maintain inventory.**
- Identify student needs and cooperate with other professional staff members in assessing and helping solve students' health, attitude, and learning challenges.
- Create and maintain all required necessary Independent Study compliance records (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 classroom activities as necessary (e.g. field trips).
- Participate in faculty committees, the sponsorship of student activities, Elite events, and program wide activities.

Other Duties

- Proctoring duties as needed during the testing season.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely

manner; and ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).

- Assist with WASC accreditation.
- Perform other duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Current trends and research concerning the growth and development of lower school, middle school and high school age students.
- Principles, theories, practices, and methodologies used in curriculum development, instruction, and assessment.
- Procedures and best practices that promote appropriate student conduct (e.g. classroom management strategies, independent study strategies).
- Educational research concerning extrinsic and intrinsic student motivation.
- Guidance of special education practices, policies, and procedures.
- Applicable sections of the Education Code and other applicable laws.

Ability to:

- Demonstrate effective interpersonal skills.
- Communicate clearly in a timely manner, both orally and in writing.
- Foster teamwork in a collaborative work environment.
- Direct, motivate, listen to, and establish effective rapport with students, adult students and parents.
- Analyze and assess student learning.
- Use technology in an effective manner for teaching, communicating, analyzing, and reporting.
- Motivate students to develop the skills, attitudes, and understanding needed to set a good foundation for secondary level education, in accordance with each student's ability.
- Maintain professional, cordial relationships with students, parents, and staff.
- Monitor students in classrooms and other learning environments.
- Use professional judgment in making reasonable decisions or recommendations in conjunction with other staff members and/or administrative leadership.
- Solve problems and take responsibility for a variety of situations in a reasonable manner where only limited standardization exists.
- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Provide leadership to students in emergency preparedness drills and during actual emergencies, following the charter's Safety Plan. the site emergency preparedness plan. Supervise and lead students during monthly site disaster drills and an annual "charter wide" disaster drill.

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

Employee Acknowledgement:

[Redacted Signature]

[Redacted Name]

10/22/2021

Employee Signature

Printed Name

Date



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

Date: August 19, 2021

Re: [REDACTED]

Retro-active to August 9, 2021, your part-time (50%) employment status will be changed to full-time (100%) status due to an increased student caseload. Your pay will be changed from hourly to salary; and your new annual income will be \$74,000; to be paid once a month (\$6,166.67 per month), on or around the 26th of each month. You will also receive a monthly travel stipend of \$50.

You will now be eligible for all benefits as generally offered to similarly situated employees of the School as further described in the Employee Handbook, including 6 days of sick pay and California State Teachers Retirement System.

You will also be eligible to participate in the health and welfare benefits program (beginning September 1, 2021). It is understood that the charter will offer health and welfare benefits, totaling \$900 per month, and that you may purchase one of the employee welfare benefits consisting of medical, dental, and vision insurance benefits offered through the Charter providers. You may opt out of medical insurance provided by the charter and retain the monthly allotment of \$200.

Please see the attached contract, including your staffing calendar (which is enclosed).

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

DocuSigned by:
Meghan Freeman
A4137E406BF5494...
Meghan Freeman
CEO

[REDACTED]

Flex Elite Educator



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Flex Elite Educator

August 19, 2021

[REDACTED] Lane

We are pleased to offer you the position of **full-time exempt** Flex Elite Educator with Elite Academic Academy - Lucerne (the "School") retroactive to August 9, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks. They are as follows:

Your job duties are detailed in the job description (attached) and you will report to the Director of Flex, or designee.

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

Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum *annual* salary of \$74,000 (or \$6,166.67 *per month*) less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion.

You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, at the sole and absolute discretion of the CEO, based upon, among other things, an employee's performance and the School's overall performance during the calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter offers Health and Welfare benefits, totaling \$10,800 a year (or \$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the "at will" nature of your employment may only be changed in a document signed by you and the CEO of the School.

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

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement (which you previously signed), which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver's

license issued to persons unable to prove their presence in the United States is authorized under federal law, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.

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

This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

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

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

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

Sincerely,

DocuSigned by:
Meghan Freeman
A4137E406BF5494...
Meghan Freeman
CEO

8/19/2021

Date: _____

AGREED TO AND ACCEPTED BY:

Employee: [Redacted]

DocuSigned by:
[Redacted]

Date: 8/19/2021



Flex Elite Educator

Job Description

Position Title:	Flex Elite Educator
Reports To:	Program Director or designee
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	185 -225 days
Location:	Onsite/Remote Office

Position Summary: *Provide stimulating learning experiences to ensure academic success and to motivate students according to their individualized learning plan. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Elite Educators are required to participate in all staff meetings and trainings. Elite Educators will meet onsite at least two days per week to work collaboratively, mentor, and train. Elite Educators are expected to uphold the school's mission and shared values, philosophy, and policies and procedures. Elite Educators must carry and maintain a valid California teaching credential. Elite Educators must meet with K-8 students at least once every 35 days but communicate weekly. High School students will be supported weekly. Elite Educators may have to tutor students weekly if they are not making sufficient academic progress and an intervention plan is in effect. Employee is expected to drive to and from learning period meetings as part of their regular workday.*

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

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

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

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Support the mission, vision, and goals of Elite Academic Academy.
- Serve as a contributing member of the Charter staff and collaborate with team members to achieve the school's goals.
- Teach all courses of study prescribed by the State of California virtually or traditionally.
- Assign and monitor required courses per transcript evaluation.
- Deliver individualized and small group instruction virtual or in person.
- Develop, adapt, and use instructional materials to teach students of varying physical, emotional, and mental aptitudes.
- Create and maintain a safe, supportive, and effective learning environment.
- Evaluate students' academic and social growth through multiple measures.
- Issue grades and credits earned, and prepare progress reports and report cards.
- Implement school adopted assessment program into learning plans. Facilitate required testing and assessments.
- Assist students with Community College and CTE class enrollments.
- Communicate regularly and effectively with parents or adult students, minimally every twenty school days.
- Assist in preparation of withdrawal documentation, including withdrawal grades and credit earned.
- Participate and collaborate in meetings to improve student learning (e.g. SST, IEP, intervention, curriculum development, individualized learning plan).
- Select instructional materials with the team; maintain inventory.
- Identify student needs and cooperate with other professional staff members in assessing and helping solve students' health, attitude, and learning challenges.
- Create and maintain all required necessary Independent Study compliance records (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 classroom activities as necessary (e.g. field trips).
- Participate in faculty committees, the sponsorship of student activities, and program wide activities.

Other Duties

- Proctoring duties as needed during the testing season.

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

KNOWLEDGE AND ABILITIES

Knowledge of:

- Current trends and research concerning the growth and development of lower school, middle school and high school age students.
- Principles, theories, practices, and methodologies used in curriculum development, instruction, and assessment.
- Procedures and best practices that promote appropriate student conduct (e.g. classroom management strategies, independent study strategies).
- Educational research concerning extrinsic and intrinsic student motivation.
- Guidance of special education practices, policies, and procedures.
- Applicable sections of the Education Code and other applicable laws.

Ability to:

- Demonstrate effective interpersonal skills.
- Communicate clearly in a timely manner, both orally and in writing.
- Foster teamwork in a collaborative work environment.
- Direct, motivate, listen to, and establish effective rapport with students, adult students and parents.
- Analyze and assess student learning.
- Use technology in an effective manner for teaching, communicating, analyzing, and reporting.
- Motivate students to develop the skills, attitudes, and understanding needed to set a good foundation for secondary level education, in accordance with each student's ability.
- Maintain professional, cordial relationships with students, parents, and staff.
- Monitor students in classrooms and other learning environments.
- Use professional judgment in making reasonable decisions or recommendations in conjunction with other staff members and/or administrative leadership.
- Solve problems and take responsibility for a variety of situations in a reasonable manner where only limited standardization exists.
- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

- Provide leadership to students in emergency preparedness drills and during actual emergencies, following the charter’s Safety Plan. the site emergency preparedness plan. Supervise and lead students during monthly site disaster drills and an annual“charter wide” disaster drill.

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

Employee Acknowledgement:

[Redacted Signature]

Employee Signature

[Redacted Name]

Printed Name

8/19/2021

Date

EAA 2021/2022 Staffing Calendar - New Hire 224 Day (12 month) Employees

JULY							AUGUST							SEPTEMBER							OCTOBER							Important Dates						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S							
4	5	6	7	8	9	10	1	2	3	4	5	6	7	5	6	7	8	9	10	11	3	4	5	6	7	8	9	7/1						
11	12	13	14	15	16	17	8	9	10	11	12	13	14	12	13	14	15	16	17	18	10	11	12	13	14	15	16	7/1						
18	19	20	21	22	23	24	15	16	17	18	19	20	21	19	20	21	22	23	24	25	17	18	19	20	21	22	23	7/4						
25	26	27	28	29	30	31	22	23	24	25	26	27	28	26	27	28	29	30		24	25	26	27	28	29	30	9/6							
							29	30	31											31							11/11							
																											11/22 - 11/26							
																											12/20 - 12/31							
																											Winter Break							
																											MLK Day Holiday							
																											2/18 - 2/21							
																											3/14 - 3/18							
																											Spring Break							
																											Memorial Day							
																											5/30							
																											6/7							
																											Last Day of School - Tradition							
																											6/16							
																											Last Day of School - Year Ro							
																											6/30							
																											Contract End Date							



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

Date: October 20, 2021

Re: [REDACTED]

Effective immediately, your employment position with Elite Academic Academy - Lucerne, as a Homeschool Teacher has been changed to Teacher of Record - Homeschool. Please see the attached job description.

All other elements of your original 21.22 contract (attached), including your pay, health and welfare benefits, and staffing calendar, remain in full effect and are not changed based on this addendum.

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

DocuSigned by:
Meghan Freeman
A4137E406BF5494...

Meghan Freeman
CEO

[REDACTED]

Teacher of Record - Homeschool



Teacher of Record - Homeschool

Job Description

Position Title:	Teacher of Record - Homeschool
Reports To:	Director of Homeschool (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000 annually
Work Schedule:	187-225 days
Location:	Remote Office

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

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

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

*Teacher of Record - Homeschool Job Description
Pending Board Approval*

employment and thereafter updated every four years.

- Valid California Driver's License.

General Skills:

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

ESSENTIAL DUTIES AND RESPONSIBILITIES

Professional Support:

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

Responsibilities:

- Develop an educational plan with each family at the beginning of each learning period.
- Maintain daily communication through live and synchronous sessions with students and parents/guardians through online platform, email, and telephone communication.

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

Paperwork and Documentation:

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

- Master Agreements and enrollment paperwork
- Attendance Reporting

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

Advice and Support:

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

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

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

Other Duties

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

- Perform other duties as assigned.

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

Employee Acknowledgement:

[Redacted Signature]

[Redacted Printed Name]

10/24/2021

Employee Signature

Printed Name

Date



AT-WILL EMPLOYMENT AGREEMENT

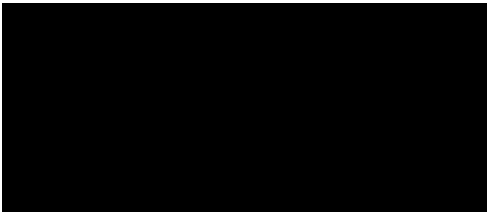
Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Homeschool Teacher

July 16, 2021



We are pleased to offer you the position of full-time exempt Homeschool Teacher with Elite Academic Academy - Lucerne (the "School") commencing August 9, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks. They are as follows:

Your job duties are detailed in the job description (attached) and you will report to the Director of Homeschool, or designee.

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

Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum *annual* salary of \$74,000 (or \$6,166.67 *per month*) less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion.

You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, at the sole and absolute discretion of the CEO, based upon, among other things, an employee's performance and the School's overall performance during the calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter offers Health and Welfare benefits, totaling \$10,800 a year (or \$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the "at will" nature of your employment may only be changed in a document signed by you and the CEO of the School.

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

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver's

license issued to persons unable to prove their presence in the United States is authorized under federal law, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.

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

This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

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

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

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

Sincerely,

DocuSigned by:
Meghan Freeman
A4137E406BF5494...
CEO

Date: 7/16/2021

AGREED TO AND ACCEPTED BY:

Employee: [Redacted]

DocuSigned by:
[Redacted]

Date: 7/16/2021



Homeschool Teacher

Job Description

Position Title:	Homeschool Teacher
Reports To:	Homeschool Director (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187-224 days
Location:	Remote Office

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

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

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

General Elite Educator Skills:

- Team player.
- Love of learning – a lifelong learner.

*Homeschool Teacher Job Description
Pending Board Approval*

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

ESSENTIAL DUTIES AND RESPONSIBILITIES

Professional Support:

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

Elite Educator Responsibilities:

- Develop an educational plan with each family at the beginning of each learning period.
- Evaluate, update, and document student progress towards the educational plan and Common Core State Standards by examining the entire body of student learning at the monthly Academic Consultation and engaging the student through evaluative discussion and observation.
- Collect work samples each learning period and use those samples to create a record of each students' learning.
- Stay current with school policy and procedure.
- Complete the required paperwork and documentation for each student according to individual deadlines.
- Advise and support parents and students.
- Ensure students' academic needs are met by ordering, researching, and suggesting curriculum.
- Suggest and provide information regarding available educational opportunities.
- Proactively seek information on high school curriculum and course work.
- Stay current with UC A-G requirements, school policy and procedure.
- Work with Program Director to ensure high school requirements are being met.
- Design Custom High School Courses according to student need.
- Maintain an accurate online budget for each student-make sure funds are spent according to academic priority—curriculum, tutoring, and then enrichment.

- Communicate school information to the parents/students.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Attend IEP and other required meetings for assigned students.
- Use computer technology, email, the Internet, and other technology.
- Attend mandatory teacher trainings and weekly meetings/mentoring sessions.
- Complete online and other trainings as determined as necessary by the school.
- Proctor state mandated tests and administer any charter required assessments, such as the Scantron assessment.
- Support high school students and parents with high school planning.
- Evaluate student transcripts for graduation/completion purposes.
- May perform other duties commensurate with the functions and level of the position.

Paperwork and Documentation:

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

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

Advice and Support:

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

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

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

Other Duties

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

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

- Noise level is generally moderate
- Meetings conducted in public and private settings
- Indoor and outdoor in varying temperature

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

Employee Acknowledgement:

[Redacted Signature]

Employee Signature

[Redacted Name]

Printed Name

7/16/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-LUCERNE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-LUCERNE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: [REDACTED] (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-LUCERNE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of the employment relationship (including application for employment) or termination of the employment relationship or for violation of any federal, state, or other government law, statute, regulation, or ordinance, including, without limitation, the California Labor Code, the Industrial Welfare Commission Wage Orders, the California Business and Professions Code, the Fair Labor Standards Act, California’s Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 (“PAGA”) which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission (“Administrative Claims”) are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute shall be (a) heard or arbitrated on a class or collective action basis on behalf of other persons alleged to be similarly situated, or (b) joined, consolidated, or otherwise combined with the claims of other persons in one proceeding. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the “FAA”) and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. Arbitration Decision

The arbitrator shall prepare in writing and timely provide to the parties a decision and award which includes factual findings and the reasons upon which the decision is based. The arbitrator may make any award available under law, including monetary damages, injunctive relief, and attorneys’ fees. The decision of the arbitrator shall be binding and conclusive on the parties, except as may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administrator) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Kyle Cleveland and Meghan Freeman on behalf of the COMPANY.

XII. Binding Effect

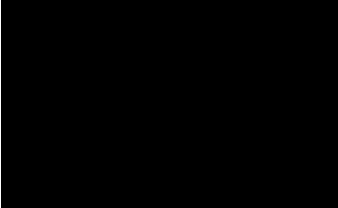
This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY: 
By: _____
Meghan Freeman, CEO
7/16/2021
DATED: _____

EMPLOYEE: 
By: _____
DATED: _____



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

Date: October 20, 2021

Re: [REDACTED]

Effective immediately, your employment position with Elite Academic Academy - Lucerne, as a Virtual Teacher has been changed to Teacher of Record - Virtual. Please see the attached job description.

All other elements of your original 21.22 contract (attached), including your pay, health and welfare benefits, and staffing calendar, remain in full effect and are not changed based on this addendum.

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

DocuSigned by:
Meghan Freeman
A4137E406BF5494...

Meghan Freeman
CEO

[REDACTED]

Teacher of Record - Virtual



Teacher of Record - Virtual

Job Description

Position Title:	Teacher of Record - Virtual
Reports to:	Director of Virtual (or designee)
Classification:	Certificated
Pay Range:	Starting at \$62,000 annually
Work Schedule:	187-225
Location:	Remote classroom with travel

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

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

- Bachelor's Degree or higher from an accredited university.
- A valid, current, and appropriate California state Teaching Credential (ELL Authorization, or BCLAD, or CLAD).
- *Desirable:* Career Technical Education Credential (CTE Credential); Dual single subject credential or PPS Credential.
- State and Federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.

*Teacher of Record - Virtual Job Description
Pending Board Approval*

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Section 1: Management of Homeroom Caseload

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

Section 2: Student Supports

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

Section 3: Professional Development & Staff Collaboration

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

Section 4: General & Essential Duties

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

Knowledge of:

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

Ability to:

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

Work Environment:

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

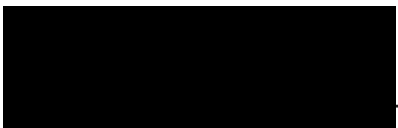
Physical Demands:

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

HAZARDS:

Contact with dissatisfied individuals.

Employee Acknowledgement:



10/25/2021

Printed Name

Date

*Teacher of Record - Virtual Job Description
Pending Board Approval*



AT-WILL EMPLOYMENT AGREEMENT

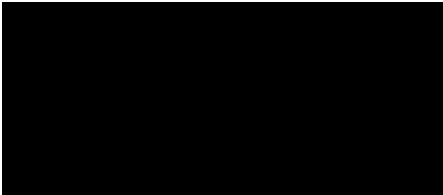
Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Virtual Teacher

August 3, 2021



We are pleased to offer you the position of full-time exempt Virtual Teacher with Elite Academic Academy - Lucerne (the "School") commencing August 9, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks. They are as follows:

Your job duties are detailed in the job description (attached) and you will report to the Director of Virtual, or designee.

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

Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum *annual* salary of \$74,000 (or \$6,166.67 *per month*) less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion.

You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, at the sole and absolute discretion of the CEO, based upon, among other things, an employee's performance and the School's overall performance during the calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter offers Health and Welfare benefits, totaling \$10,800 a year (or \$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the "at will" nature of your employment may only be changed in a document signed by you and the CEO of the School.

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

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver's

license issued to persons unable to prove their presence in the United States is authorized under federal law, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.

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

This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

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

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

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

Sincerely,

DocuSigned by:
Meghan Freeman
Meghan Freeman
A4137E406BF5494...
CEO

8/3/2021
Date: _____

AGREED TO AND ACCEPTED BY:

Employee: [Redacted]

DocuSigned by:
[Redacted Signature] _____ Date: 8/4/2021



Position Title: Virtual Teacher (6-12)
Reports to: Director of Virtual or designee
Classification: Certificated
Pay Range: Dependent upon experience & student enrollment
Work Schedule: 187-224
Location: Remote classroom with travel.

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

Qualifications & Essential Duties:

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

*Virtual Teacher Job Description
Board Approved: June 20, 2019*

Section 1: Management of Homeroom Caseload

- Maintain weekly communication with students and parents/guardians through online platform, email, and telephone communication.
- Monitor student progress in various courses.
- Assess students academic needs.
- Collaborate with student to track self-progress.
- Monitor homeroom student attendance.
- Collect needs assessment and detail vendor placement for students.
- Collect student work samples from caseloads.
- Collaborate with colleagues to create success plans for struggling students in various courses.
- Directly communicate general announcements with parents/guardians, students, and community partners.
- Consistently update communication log/documentation in Student Information Systems.
- Communicate lessons and create supplemental lessons to for homeroom curriculum.

Section 2: Student Supports

- Actively participates in Parent Conferences.
- Create lesson plans that meet state educational standards.
- Creatively supplement curriculum to engage students.
- Supports Special Education by attending IEP and filling out IEP forms/communications.
- Differentiates instruction to meet student needs/provides additional or supplemental materials when needed.
- Establishes positive and appropriate student-teacher relationships.
- Provides “Elite Progress Support Plans” for students who need to catch up on assignments or students who are struggling in course(s).
- Mentor students as an acting advisor in student clubs.

Section 3: Professional Development & Staff Collaboration

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

Section 4: General & Essential Duties

- Proctors exams and other assessments (locally/various counties).

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

Knowledge of:

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

Ability to:

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

- Accessible access to internet.
- Demonstrate integrity when making decisions.
- Travel locally, nationally, and internationally with student enrichment and educational trips.

Work Environment:

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

Physical Demands:

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

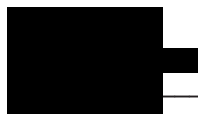
HAZARDS:

Contact with dissatisfied individuals.

Employee Acknowledgement:



Employee Signature



Name

8/4/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-LUCERNE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-LUCERNE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: Kate Curtis (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-LUCERNE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of the employment relationship (including application for employment) or termination of the employment relationship or for violation of any federal, state, or other government law, statute, regulation, or ordinance, including, without limitation, the California Labor Code, the Industrial Welfare Commission Wage Orders, the California Business and Professions Code, the Fair Labor Standards Act, California’s Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 (“PAGA”) which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission (“Administrative Claims”) are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute shall be (a) heard or arbitrated on a class or collective action basis on behalf of other persons alleged to be similarly situated, or (b) joined, consolidated, or otherwise combined with the claims of other persons in one proceeding. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the “FAA”) and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. Arbitration Decision

The arbitrator shall prepare in writing and timely provide to the parties a decision and award which includes factual findings and the reasons upon which the decision is based. The arbitrator may make any award available under law, including monetary damages, injunctive relief, and attorneys’ fees. The decision of the arbitrator shall be binding and conclusive on the parties, except as may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administrator) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Kate Curtis and Meghan Freeman on behalf of the COMPANY.

XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:

DocuSigned by:
Meghan Freeman
A4137E406BF5494...
Meghan Freeman, CEO

By: _____

8/3/2021

DATED: _____

EMPLOYEE:



By: _____

8/4/2021

DATED: _____



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

Date: October 20, 2021

Re: [REDACTED]

Effective immediately, your employment position with Elite Academic Academy - Lucerne, as a Flex Elite Educator has been changed to Teacher of Record - Flex. Please see the attached job description.

All other elements of your original 21.22 contract (attached), including your pay, health and welfare benefits, and staffing calendar, remain in full effect and are not changed based on this addendum.

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

DocuSigned by:
Meghan Freeman
A4137E406BF5494...

Meghan Freeman
CEO

[REDACTED]

Teacher of Record - Flex



Teacher of Record - Flex

Job Description

Position Title:	Teacher of Record - Flex
Reports To:	Director of Flex (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187 -225 days
Location:	Onsite/Remote Office

Position Summary: *Provide stimulating learning experiences to ensure academic success and to motivate students according to their individualized learning plan. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Teachers of Record - Flex are required to participate in all staff meetings and trainings; are expected to uphold the school's mission and shared values, philosophy, and policies and procedures.; and must carry and maintain a valid California teaching credential. Teachers of Record - Flex must provide daily synchronous instruction for K-3 students and weekly synchronous instruction for 4th-12th grade students. Teachers of Record - Flex must provide daily opportunities for live interaction for 4th-8th grade students, and may have to tutor students weekly if they are not making sufficient academic progress and an intervention plan is in effect. Teachers of Record - Flex may be required to meet with students in-person if in-person support is needed. Teachers of Record - Flex are expected to travel to and from learning period meetings as part of their regular work day.*

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

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

- Valid California Driver's License.

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Support the mission, vision, and goals of Elite Academic Academy.
- Serve as a contributing member of the Charter staff and collaborate with team members to achieve the school's goals.
- Teach all courses of study prescribed by the State of California virtually or traditionally.
- Assign and monitor required courses per transcript evaluation.
- Deliver individualized and small group instruction virtually or in person.
- Provide synchronous and live sessions to support increased student engagement and grade level mastery.
- Develop, adapt, and use instructional materials to teach students of varying physical, emotional, and mental aptitudes.
- Create and maintain a safe, supportive, and effective learning environment.
- Evaluate students' academic and social growth through multiple measures.
- Issue grades and credits earned, and prepare progress reports and report cards.
- Implement school adopted assessment programs into learning plans.
- Facilitate required testing and assessments.
- Assist students with Community College and CTE class enrollments.
- Communicate regularly and effectively with parents or adult students, minimally every twenty school days.
- Assist in preparation of withdrawal documentation, including withdrawal grades and credit earned.
- Participate and collaborate in meetings to improve student learning (e.g. SST, IEP, intervention, curriculum development, individualized learning plan).
- **Select instructional materials with the team; maintain inventory.**
- Identify student needs and cooperate with other professional staff members in assessing and helping solve students' health, attitude, and learning challenges.
- Create and maintain all required necessary Independent Study compliance records (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 classroom activities as necessary (e.g. field trips).
- Participate in faculty committees, the sponsorship of student activities, Elite events, and program wide activities.

Other Duties

- Proctoring duties as needed during the testing season.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely

manner; and ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).

- Assist with WASC accreditation.
- Perform other duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Current trends and research concerning the growth and development of lower school, middle school and high school age students.
- Principles, theories, practices, and methodologies used in curriculum development, instruction, and assessment.
- Procedures and best practices that promote appropriate student conduct (e.g. classroom management strategies, independent study strategies).
- Educational research concerning extrinsic and intrinsic student motivation.
- Guidance of special education practices, policies, and procedures.
- Applicable sections of the Education Code and other applicable laws.

Ability to:

- Demonstrate effective interpersonal skills.
- Communicate clearly in a timely manner, both orally and in writing.
- Foster teamwork in a collaborative work environment.
- Direct, motivate, listen to, and establish effective rapport with students, adult students and parents.
- Analyze and assess student learning.
- Use technology in an effective manner for teaching, communicating, analyzing, and reporting.
- Motivate students to develop the skills, attitudes, and understanding needed to set a good foundation for secondary level education, in accordance with each student's ability.
- Maintain professional, cordial relationships with students, parents, and staff.
- Monitor students in classrooms and other learning environments.
- Use professional judgment in making reasonable decisions or recommendations in conjunction with other staff members and/or administrative leadership.
- Solve problems and take responsibility for a variety of situations in a reasonable manner where only limited standardization exists.
- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Provide leadership to students in emergency preparedness drills and during actual emergencies, following the charter's Safety Plan. the site emergency preparedness plan. Supervise and lead students during monthly site disaster drills and an annual "charter wide" disaster drill.

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

Employee Acknowledgement:

[Redacted Signature]

[Redacted Name]

10/22/2021

Printed Name

Date



September 29, 2021



Re: 21/22 Contract Addendum for Academy Transfer Stipend

As a result of your transfer on September 1, 2021, from the Homeschool Academy to the Flex Academy, your 21/22 contract, will be amended to include a one time stipend of \$1500. This stipend, for the additional training, etc. required for your transfer, will be included on your October 2021 paycheck.

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

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

DocuSigned by:
Meghan Freeman 9/29/2021
A4137E406BF5494...
Meghan Freeman
Chief Executive Officer

DocuSigned by:
 9/29/2021
Flex Elite Educator



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

Date: September 2, 2021

Re: [REDACTED]

Effective as of September 1, 2021, your employment position with Elite Academic Academy - Lucerne, as a Homeschool Teacher, was changed to Flex Elite Educator, with Elite Academic Academy - Lucerne. Please see the attached job description.

You will now report to Monique Waithe, Director of Flex.

All other elements of your original 21.22 contract (attached), including your health and welfare benefits, and staffing calendar, remain in full effect and are not changed based on this addendum.

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

DocuSigned by:
Meghan Freeman
A4137E406BF5494..

Meghan Freeman
CEO

DocuSigned by:

[REDACTED]

Flex Elite Educator



Flex Elite Educator

Job Description

Position Title:	Flex Elite Educator
Reports To:	Program Director or designee
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	185 -225 days
Location:	Onsite/Remote Office

Position Summary: *Provide stimulating learning experiences to ensure academic success and to motivate students according to their individualized learning plan. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Elite Educators are required to participate in all staff meetings and trainings. Elite Educators will meet onsite at least two days per week to work collaboratively, mentor, and train. Elite Educators are expected to uphold the school's mission and shared values, philosophy, and policies and procedures. Elite Educators must carry and maintain a valid California teaching credential. Elite Educators must meet with K-8 students at least once every 35 days but communicate weekly. High School students will be supported weekly. Elite Educators may have to tutor students weekly if they are not making sufficient academic progress and an intervention plan is in effect. Employee is expected to drive to and from learning period meetings as part of their regular workday.*

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

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

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

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Support the mission, vision, and goals of Elite Academic Academy.
- Serve as a contributing member of the Charter staff and collaborate with team members to achieve the school's goals.
- Teach all courses of study prescribed by the State of California virtually or traditionally.
- Assign and monitor required courses per transcript evaluation.
- Deliver individualized and small group instruction virtual or in person.
- Develop, adapt, and use instructional materials to teach students of varying physical, emotional, and mental aptitudes.
- Create and maintain a safe, supportive, and effective learning environment.
- Evaluate students' academic and social growth through multiple measures.
- Issue grades and credits earned, and prepare progress reports and report cards.
- Implement school adopted assessment program into learning plans. Facilitate required testing and assessments.
- Assist students with Community College and CTE class enrollments.
- Communicate regularly and effectively with parents or adult students, minimally every twenty school days.
- Assist in preparation of withdrawal documentation, including withdrawal grades and credit earned.
- Participate and collaborate in meetings to improve student learning (e.g. SST, IEP, intervention, curriculum development, individualized learning plan).
- Select instructional materials with the team; maintain inventory.
- Identify student needs and cooperate with other professional staff members in assessing and helping solve students' health, attitude, and learning challenges.
- Create and maintain all required necessary Independent Study compliance records (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 classroom activities as necessary (e.g. field trips).
- Participate in faculty committees, the sponsorship of student activities, and program wide activities.

Other Duties

- Proctoring duties as needed during the testing season.

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

KNOWLEDGE AND ABILITIES

Knowledge of:

- Current trends and research concerning the growth and development of lower school, middle school and high school age students.
- Principles, theories, practices, and methodologies used in curriculum development, instruction, and assessment.
- Procedures and best practices that promote appropriate student conduct (e.g. classroom management strategies, independent study strategies).
- Educational research concerning extrinsic and intrinsic student motivation.
- Guidance of special education practices, policies, and procedures.
- Applicable sections of the Education Code and other applicable laws.

Ability to:

- Demonstrate effective interpersonal skills.
- Communicate clearly in a timely manner, both orally and in writing.
- Foster teamwork in a collaborative work environment.
- Direct, motivate, listen to, and establish effective rapport with students, adult students and parents.
- Analyze and assess student learning.
- Use technology in an effective manner for teaching, communicating, analyzing, and reporting.
- Motivate students to develop the skills, attitudes, and understanding needed to set a good foundation for secondary level education, in accordance with each student's ability.
- Maintain professional, cordial relationships with students, parents, and staff.
- Monitor students in classrooms and other learning environments.
- Use professional judgment in making reasonable decisions or recommendations in conjunction with other staff members and/or administrative leadership.
- Solve problems and take responsibility for a variety of situations in a reasonable manner where only limited standardization exists.
- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

- Provide leadership to students in emergency preparedness drills and during actual emergencies, following the charter’s Safety Plan. the site emergency preparedness plan. Supervise and lead students during monthly site disaster drills and an annual“charter wide” disaster drill.

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

Employee Acknowledgement:

[Redacted Signature]

Employee Signature

[Redacted Name]

Printed Name

9/2/2021

Date



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

Date: August 3, 2021

Re: [REDACTED]

Effective as of August 9, 2021, your employment position with Elite Academic Academy - Lucerne (as a Temporary TOSA - Acceleration Coach) will end and your position will be changed to a full-time exempt Homeschool Teacher, with Elite Academic Academy - Lucerne.

Please see the attached contract, and job description for your review and consideration.

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

DocuSigned by:
Meghan Freeman
A4137E406BF5494...
Meghan Freeman
CEO

DocuSigned by:
[REDACTED]

Homeschool Teacher



AT-WILL EMPLOYMENT AGREEMENT

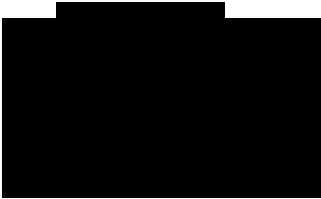
Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Homeschool Teacher

August 3, 2021



We are pleased to offer you the position of full-time exempt Homeschool Teacher with Elite Academic Academy - Lucerne (the "School") commencing August 9, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks. They are as follows:

Your job duties are detailed in the job description (attached) and you will report to the Director of Homeschool, or designee.

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

Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum *annual* salary of \$74,000 (or \$6,166.67 *per month*) less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion.

You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, at the sole and absolute discretion of the CEO, based upon, among other things, an employee's performance and the School's overall performance during the calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter offers Health and Welfare benefits, totaling \$10,800 a year (or \$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the "at will" nature of your employment may only be changed in a document signed by you and the CEO of the School.

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

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver's

license issued to persons unable to prove their presence in the United States is authorized under federal law, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.

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

This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

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

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

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

Signed by:
DocuSigned by:
Meghan Freeman
A4137E406BF5494...
Meghan Freeman
CEO

Date: 8/3/2021

AGREED TO AND ACCEPTED BY:

Employee: [Redacted]

[Redacted Signature] DocuSigned by: [Redacted] 8/4/2021



Homeschool Teacher

Job Description

Position Title:	Homeschool Teacher
Reports To:	Homeschool Director (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187-224 days
Location:	Remote Office

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

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

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

General Elite Educator Skills:

- Team player.
- Love of learning – a lifelong learner.

Homeschool Teacher Job Description
Pending Board Approval

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

ESSENTIAL DUTIES AND RESPONSIBILITIES

Professional Support:

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

Elite Educator Responsibilities:

- Develop an educational plan with each family at the beginning of each learning period.
- Evaluate, update, and document student progress towards the educational plan and Common Core State Standards by examining the entire body of student learning at the monthly Academic Consultation and engaging the student through evaluative discussion and observation.
- Collect work samples each learning period and use those samples to create a record of each students' learning.
- Stay current with school policy and procedure.
- Complete the required paperwork and documentation for each student according to individual deadlines.
- Advise and support parents and students.
- Ensure students' academic needs are met by ordering, researching, and suggesting curriculum.
- Suggest and provide information regarding available educational opportunities.
- Proactively seek information on high school curriculum and course work.
- Stay current with UC A-G requirements, school policy and procedure.
- Work with Program Director to ensure high school requirements are being met.
- Design Custom High School Courses according to student need.
- Maintain an accurate online budget for each student-make sure funds are spent according to academic priority—curriculum, tutoring, and then enrichment.

- Communicate school information to the parents/students.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Attend IEP and other required meetings for assigned students.
- Use computer technology, email, the Internet, and other technology.
- Attend mandatory teacher trainings and weekly meetings/mentoring sessions.
- Complete online and other trainings as determined as necessary by the school.
- Proctor state mandated tests and administer any charter required assessments, such as the Scantron assessment.
- Support high school students and parents with high school planning.
- Evaluate student transcripts for graduation/completion purposes.
- May perform other duties commensurate with the functions and level of the position.

Paperwork and Documentation:

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

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

Advice and Support:

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

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

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

Other Duties

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

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

- Noise level is generally moderate
- Meetings conducted in public and private settings
- Indoor and outdoor in varying temperature

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

Employee Acknowledgement:

[Redacted Signature]

[Redacted Name]

Printed Name

8/4/2021

Date



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

Date: October 20, 2021

Re: [REDACTED]

Effective immediately, your employment position with Elite Academic Academy - Lucerne, as a Flex Elite Educator has been changed to Teacher of Record - Flex. Please see the attached job description.

All other elements of your original 21.22 contract (attached), including your pay, health and welfare benefits, and staffing calendar, remain in full effect and are not changed based on this addendum.

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

DocuSigned by:
Meghan Freeman
A4137E406BF5494...

Meghan Freeman
CEO

[REDACTED]

Teacher of Record - Flex



Teacher of Record - Flex

Job Description

Position Title:	Teacher of Record - Flex
Reports To:	Director of Flex (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187 -225 days
Location:	Onsite/Remote Office

Position Summary: *Provide stimulating learning experiences to ensure academic success and to motivate students according to their individualized learning plan. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Teachers of Record - Flex are required to participate in all staff meetings and trainings; are expected to uphold the school's mission and shared values, philosophy, and policies and procedures.; and must carry and maintain a valid California teaching credential. Teachers of Record - Flex must provide daily synchronous instruction for K-3 students and weekly synchronous instruction for 4th-12th grade students. Teachers of Record - Flex must provide daily opportunities for live interaction for 4th-8th grade students, and may have to tutor students weekly if they are not making sufficient academic progress and an intervention plan is in effect. Teachers of Record - Flex may be required to meet with students in-person if in-person support is needed. Teachers of Record - Flex are expected to travel to and from learning period meetings as part of their regular work day.*

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

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

- Valid California Driver's License.

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Support the mission, vision, and goals of Elite Academic Academy.
- Serve as a contributing member of the Charter staff and collaborate with team members to achieve the school's goals.
- Teach all courses of study prescribed by the State of California virtually or traditionally.
- Assign and monitor required courses per transcript evaluation.
- Deliver individualized and small group instruction virtually or in person.
- Provide synchronous and live sessions to support increased student engagement and grade level mastery.
- Develop, adapt, and use instructional materials to teach students of varying physical, emotional, and mental aptitudes.
- Create and maintain a safe, supportive, and effective learning environment.
- Evaluate students' academic and social growth through multiple measures.
- Issue grades and credits earned, and prepare progress reports and report cards.
- Implement school adopted assessment programs into learning plans.
- Facilitate required testing and assessments.
- Assist students with Community College and CTE class enrollments.
- Communicate regularly and effectively with parents or adult students, minimally every twenty school days.
- Assist in preparation of withdrawal documentation, including withdrawal grades and credit earned.
- Participate and collaborate in meetings to improve student learning (e.g. SST, IEP, intervention, curriculum development, individualized learning plan).
- **Select instructional materials with the team; maintain inventory.**
- Identify student needs and cooperate with other professional staff members in assessing and helping solve students' health, attitude, and learning challenges.
- Create and maintain all required necessary Independent Study compliance records (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 classroom activities as necessary (e.g. field trips).
- Participate in faculty committees, the sponsorship of student activities, Elite events, and program wide activities.

Other Duties

- Proctoring duties as needed during the testing season.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely

manner; and ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).

- Assist with WASC accreditation.
- Perform other duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Current trends and research concerning the growth and development of lower school, middle school and high school age students.
- Principles, theories, practices, and methodologies used in curriculum development, instruction, and assessment.
- Procedures and best practices that promote appropriate student conduct (e.g. classroom management strategies, independent study strategies).
- Educational research concerning extrinsic and intrinsic student motivation.
- Guidance of special education practices, policies, and procedures.
- Applicable sections of the Education Code and other applicable laws.

Ability to:

- Demonstrate effective interpersonal skills.
- Communicate clearly in a timely manner, both orally and in writing.
- Foster teamwork in a collaborative work environment.
- Direct, motivate, listen to, and establish effective rapport with students, adult students and parents.
- Analyze and assess student learning.
- Use technology in an effective manner for teaching, communicating, analyzing, and reporting.
- Motivate students to develop the skills, attitudes, and understanding needed to set a good foundation for secondary level education, in accordance with each student's ability.
- Maintain professional, cordial relationships with students, parents, and staff.
- Monitor students in classrooms and other learning environments.
- Use professional judgment in making reasonable decisions or recommendations in conjunction with other staff members and/or administrative leadership.
- Solve problems and take responsibility for a variety of situations in a reasonable manner where only limited standardization exists.
- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Provide leadership to students in emergency preparedness drills and during actual emergencies, following the charter's Safety Plan. the site emergency preparedness plan. Supervise and lead students during monthly site disaster drills and an annual "charter wide" disaster drill.

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

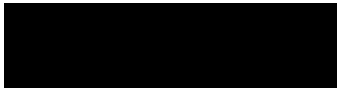
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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

Employee Acknowledgement:

DocuSigned by:





10/22/2021

Employee Signature

Printed Name

Date



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Flex Elite Educator

July 30, 2021

[REDACTED]

[REDACTED]

We are pleased to offer you the position of full-time exempt Flex Elite Educator with Elite Academic Academy - Lucerne (the "School") commencing August 9, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks. They are as follows:

Your job duties are detailed in the job description (attached) and you will report to the Director of Flex, or designee.

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

Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum *annual* salary of \$74,000 (or \$6,166.67 *per month*) less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion.

You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, at the sole and absolute discretion of the CEO, based upon, among other things, an employee's performance and the School's overall performance during the calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter offers Health and Welfare benefits, totaling \$10,800 a year (or \$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the "at will" nature of your employment may only be changed in a document signed by you and the CEO of the School.

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

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver's

license issued to persons unable to prove their presence in the United States is authorized under federal law, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.

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

This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

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

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

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

Sincerely,

DocuSigned by:
Meghan Freeman
Meg
A4137E406BF5494...
CEO

Date: 7/30/2021

AGREED TO AND ACCEPTED BY:

Employee: [Redacted]

DocuSigned by:
[Redacted]

Date: 7/30/2021



Flex Elite Educator

Job Description

Position Title:	Flex Elite Educator
Reports To:	Program Director or designee
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	185 -225 days
Location:	Onsite/Remote Office

Position Summary: *Provide stimulating learning experiences to ensure academic success and to motivate students according to their individualized learning plan. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Elite Educators are required to participate in all staff meetings and trainings. Elite Educators will meet onsite at least two days per week to work collaboratively, mentor, and train. Elite Educators are expected to uphold the school's mission and shared values, philosophy, and policies and procedures. Elite Educators must carry and maintain a valid California teaching credential. Elite Educators must meet with K-8 students at least once every 35 days but communicate weekly. High School students will be supported weekly. Elite Educators may have to tutor students weekly if they are not making sufficient academic progress and an intervention plan is in effect. Employee is expected to drive to and from learning period meetings as part of their regular workday.*

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

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

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

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Support the mission, vision, and goals of Elite Academic Academy.
- Serve as a contributing member of the Charter staff and collaborate with team members to achieve the school's goals.
- Teach all courses of study prescribed by the State of California virtually or traditionally.
- Assign and monitor required courses per transcript evaluation.
- Deliver individualized and small group instruction virtual or in person.
- Develop, adapt, and use instructional materials to teach students of varying physical, emotional, and mental aptitudes.
- Create and maintain a safe, supportive, and effective learning environment.
- Evaluate students' academic and social growth through multiple measures.
- Issue grades and credits earned, and prepare progress reports and report cards.
- Implement school adopted assessment program into learning plans. Facilitate required testing and assessments.
- Assist students with Community College and CTE class enrollments.
- Communicate regularly and effectively with parents or adult students, minimally every twenty school days.
- Assist in preparation of withdrawal documentation, including withdrawal grades and credit earned.
- Participate and collaborate in meetings to improve student learning (e.g. SST, IEP, intervention, curriculum development, individualized learning plan).
- Select instructional materials with the team; maintain inventory.
- Identify student needs and cooperate with other professional staff members in assessing and helping solve students' health, attitude, and learning challenges.
- Create and maintain all required necessary Independent Study compliance records (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 classroom activities as necessary (e.g. field trips).
- Participate in faculty committees, the sponsorship of student activities, and program wide activities.

Other Duties

- Proctoring duties as needed during the testing season.

- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
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- Assist with WASC accreditation.
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KNOWLEDGE AND ABILITIES

Knowledge of:

- Current trends and research concerning the growth and development of lower school, middle school and high school age students.
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- Procedures and best practices that promote appropriate student conduct (e.g. classroom management strategies, independent study strategies).
- Educational research concerning extrinsic and intrinsic student motivation.
- Guidance of special education practices, policies, and procedures.
- Applicable sections of the Education Code and other applicable laws.

Ability to:

- Demonstrate effective interpersonal skills.
- Communicate clearly in a timely manner, both orally and in writing.
- Foster teamwork in a collaborative work environment.
- Direct, motivate, listen to, and establish effective rapport with students, adult students and parents.
- Analyze and assess student learning.
- Use technology in an effective manner for teaching, communicating, analyzing, and reporting.
- Motivate students to develop the skills, attitudes, and understanding needed to set a good foundation for secondary level education, in accordance with each student's ability.
- Maintain professional, cordial relationships with students, parents, and staff.
- Monitor students in classrooms and other learning environments.
- Use professional judgment in making reasonable decisions or recommendations in conjunction with other staff members and/or administrative leadership.
- Solve problems and take responsibility for a variety of situations in a reasonable manner where only limited standardization exists.
- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

- Provide leadership to students in emergency preparedness drills and during actual emergencies, following the charter’s Safety Plan. the site emergency preparedness plan. Supervise and lead students during monthly site disaster drills and an annual“charter wide” disaster drill.

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- Sitting or standing for extended periods of time.
- Lifting objects up to 50 pounds.
- Close vision and ability to adjust focus.

Work Environment:

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

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

Employee Acknowledgement:



Printed Name

7/30/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-LUCERNE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-LUCERNE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: [REDACTED] (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-LUCERNE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of the employment relationship (including application for employment) or termination of the employment relationship or for violation of any federal, state, or other government law, statute, regulation, or ordinance, including, without limitation, the California Labor Code, the Industrial Welfare Commission Wage Orders, the California Business and Professions Code, the Fair Labor Standards Act, California’s Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 (“PAGA”) which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission (“Administrative Claims”) are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute shall be (a) heard or arbitrated on a class or collective action basis on behalf of other persons alleged to be similarly situated, or (b) joined, consolidated, or otherwise combined with the claims of other persons in one proceeding. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the “FAA”) and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. Arbitration Decision

The arbitrator shall prepare in writing and timely provide to the parties a decision and award which includes factual findings and the reasons upon which the decision is based. The arbitrator may make any award available under law, including monetary damages, injunctive relief, and attorneys’ fees. The decision of the arbitrator shall be binding and conclusive on the parties, except as may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administrator) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by John Kissinger Jr. and Meghan Freeman on behalf of the COMPANY.

XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

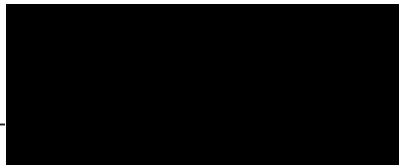
Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:

DocuSigned by:
Meghan Freeman
A4137E406BF5494...

EMPLOYEE:



By: _____

Meghan Freeman, CEO
7/30/2021

By: _____

7/30/2021

DATED: _____

DATED: _____



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

Date: October 20, 2021

Re: [REDACTED]

Effective immediately, your employment position with Elite Academic Academy - Lucerne, as a Flex Elite Educator has been changed to Teacher of Record - Flex. Please see the attached job description.

All other elements of your original 21.22 contract (attached), including your pay, health and welfare benefits, and staffing calendar, remain in full effect and are not changed based on this addendum.

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

DocuSigned by:
Meghan Freeman
A4137E406BF5494...

Meghan Freeman
CEO

[REDACTED]

Teacher of Record - Flex



Teacher of Record - Flex

Job Description

Position Title:	Teacher of Record - Flex
Reports To:	Director of Flex (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187 -225 days
Location:	Onsite/Remote Office

Position Summary: *Provide stimulating learning experiences to ensure academic success and to motivate students according to their individualized learning plan. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Teachers of Record - Flex are required to participate in all staff meetings and trainings; are expected to uphold the school's mission and shared values, philosophy, and policies and procedures.; and must carry and maintain a valid California teaching credential. Teachers of Record - Flex must provide daily synchronous instruction for K-3 students and weekly synchronous instruction for 4th-12th grade students. Teachers of Record - Flex must provide daily opportunities for live interaction for 4th-8th grade students, and may have to tutor students weekly if they are not making sufficient academic progress and an intervention plan is in effect. Teachers of Record - Flex may be required to meet with students in-person if in-person support is needed. Teachers of Record - Flex are expected to travel to and from learning period meetings as part of their regular work day.*

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

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

- Valid California Driver's License.

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Support the mission, vision, and goals of Elite Academic Academy.
- Serve as a contributing member of the Charter staff and collaborate with team members to achieve the school's goals.
- Teach all courses of study prescribed by the State of California virtually or traditionally.
- Assign and monitor required courses per transcript evaluation.
- Deliver individualized and small group instruction virtually or in person.
- Provide synchronous and live sessions to support increased student engagement and grade level mastery.
- Develop, adapt, and use instructional materials to teach students of varying physical, emotional, and mental aptitudes.
- Create and maintain a safe, supportive, and effective learning environment.
- Evaluate students' academic and social growth through multiple measures.
- Issue grades and credits earned, and prepare progress reports and report cards.
- Implement school adopted assessment programs into learning plans.
- Facilitate required testing and assessments.
- Assist students with Community College and CTE class enrollments.
- Communicate regularly and effectively with parents or adult students, minimally every twenty school days.
- Assist in preparation of withdrawal documentation, including withdrawal grades and credit earned.
- Participate and collaborate in meetings to improve student learning (e.g. SST, IEP, intervention, curriculum development, individualized learning plan).
- **Select instructional materials with the team; maintain inventory.**
- Identify student needs and cooperate with other professional staff members in assessing and helping solve students' health, attitude, and learning challenges.
- Create and maintain all required necessary Independent Study compliance records (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 classroom activities as necessary (e.g. field trips).
- Participate in faculty committees, the sponsorship of student activities, Elite events, and program wide activities.

Other Duties

- Proctoring duties as needed during the testing season.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely

manner; and ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).

- Assist with WASC accreditation.
- Perform other duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Current trends and research concerning the growth and development of lower school, middle school and high school age students.
- Principles, theories, practices, and methodologies used in curriculum development, instruction, and assessment.
- Procedures and best practices that promote appropriate student conduct (e.g. classroom management strategies, independent study strategies).
- Educational research concerning extrinsic and intrinsic student motivation.
- Guidance of special education practices, policies, and procedures.
- Applicable sections of the Education Code and other applicable laws.

Ability to:

- Demonstrate effective interpersonal skills.
- Communicate clearly in a timely manner, both orally and in writing.
- Foster teamwork in a collaborative work environment.
- Direct, motivate, listen to, and establish effective rapport with students, adult students and parents.
- Analyze and assess student learning.
- Use technology in an effective manner for teaching, communicating, analyzing, and reporting.
- Motivate students to develop the skills, attitudes, and understanding needed to set a good foundation for secondary level education, in accordance with each student's ability.
- Maintain professional, cordial relationships with students, parents, and staff.
- Monitor students in classrooms and other learning environments.
- Use professional judgment in making reasonable decisions or recommendations in conjunction with other staff members and/or administrative leadership.
- Solve problems and take responsibility for a variety of situations in a reasonable manner where only limited standardization exists.
- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Provide leadership to students in emergency preparedness drills and during actual emergencies, following the charter's Safety Plan. the site emergency preparedness plan. Supervise and lead students during monthly site disaster drills and an annual "charter wide" disaster drill.

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

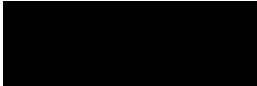
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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

Employee Acknowledgment:

DocuSigned by:

4B40A7D010FD467...
Employee Signature


Printed Name

10/24/2021
Date



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Flex Elite Educator

July 27, 2021

[REDACTED]

[REDACTED]

We are pleased to offer you the position of full-time exempt Flex Elite Educator with Elite Academic Academy - Lucerne (the "School") commencing August 9, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks. They are as follows:

Your job duties are detailed in the job description (attached) and you will report to the Director of Homeschool, or designee.

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

Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum *annual* salary of \$74,000 (or \$6,166.67 *per month*) less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion.

You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, at the sole and absolute discretion of the CEO, based upon, among other things, an employee's performance and the School's overall performance during the calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter offers Health and Welfare benefits, totaling \$10,800 a year (or \$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the "at will" nature of your employment may only be changed in a document signed by you and the CEO of the School.

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

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver's

license issued to persons unable to prove their presence in the United States is authorized under federal law, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.

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

This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

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

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

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

Sin
DocuSigned by:
Meghan Freeman
A4137E406BF5494...
Meghan Freeman
CEO

7/27/2021

Date: _____

AGREED TO AND ACCEPTED BY:

Employee: [Redacted]

7/28/2021



Flex Elite Educator

Job Description

Position Title:	Flex Elite Educator
Reports To:	Program Director or designee
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	185 -225 days
Location:	Onsite/Remote Office

Position Summary: *Provide stimulating learning experiences to ensure academic success and to motivate students according to their individualized learning plan. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Elite Educators are required to participate in all staff meetings and trainings. Elite Educators will meet onsite at least two days per week to work collaboratively, mentor, and train. Elite Educators are expected to uphold the school's mission and shared values, philosophy, and policies and procedures. Elite Educators must carry and maintain a valid California teaching credential. Elite Educators must meet with K-8 students at least once every 35 days but communicate weekly. High School students will be supported weekly. Elite Educators may have to tutor students weekly if they are not making sufficient academic progress and an intervention plan is in effect. Employee is expected to drive to and from learning period meetings as part of their regular workday.*

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

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

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

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Support the mission, vision, and goals of Elite Academic Academy.
- Serve as a contributing member of the Charter staff and collaborate with team members to achieve the school's goals.
- Teach all courses of study prescribed by the State of California virtually or traditionally.
- Assign and monitor required courses per transcript evaluation.
- Deliver individualized and small group instruction virtual or in person.
- Develop, adapt, and use instructional materials to teach students of varying physical, emotional, and mental aptitudes.
- Create and maintain a safe, supportive, and effective learning environment.
- Evaluate students' academic and social growth through multiple measures.
- Issue grades and credits earned, and prepare progress reports and report cards.
- Implement school adopted assessment program into learning plans. Facilitate required testing and assessments.
- Assist students with Community College and CTE class enrollments.
- Communicate regularly and effectively with parents or adult students, minimally every twenty school days.
- Assist in preparation of withdrawal documentation, including withdrawal grades and credit earned.
- Participate and collaborate in meetings to improve student learning (e.g. SST, IEP, intervention, curriculum development, individualized learning plan).
- Select instructional materials with the team; maintain inventory.
- Identify student needs and cooperate with other professional staff members in assessing and helping solve students' health, attitude, and learning challenges.
- Create and maintain all required necessary Independent Study compliance records (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 classroom activities as necessary (e.g. field trips).
- Participate in faculty committees, the sponsorship of student activities, and program wide activities.

Other Duties

- Proctoring duties as needed during the testing season.

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

KNOWLEDGE AND ABILITIES

Knowledge of:

- Current trends and research concerning the growth and development of lower school, middle school and high school age students.
- Principles, theories, practices, and methodologies used in curriculum development, instruction, and assessment.
- Procedures and best practices that promote appropriate student conduct (e.g. classroom management strategies, independent study strategies).
- Educational research concerning extrinsic and intrinsic student motivation.
- Guidance of special education practices, policies, and procedures.
- Applicable sections of the Education Code and other applicable laws.

Ability to:

- Demonstrate effective interpersonal skills.
- Communicate clearly in a timely manner, both orally and in writing.
- Foster teamwork in a collaborative work environment.
- Direct, motivate, listen to, and establish effective rapport with students, adult students and parents.
- Analyze and assess student learning.
- Use technology in an effective manner for teaching, communicating, analyzing, and reporting.
- Motivate students to develop the skills, attitudes, and understanding needed to set a good foundation for secondary level education, in accordance with each student's ability.
- Maintain professional, cordial relationships with students, parents, and staff.
- Monitor students in classrooms and other learning environments.
- Use professional judgment in making reasonable decisions or recommendations in conjunction with other staff members and/or administrative leadership.
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- Provide leadership to students in emergency preparedness drills and during actual emergencies, following the charter’s Safety Plan. the site emergency preparedness plan. Supervise and lead students during monthly site disaster drills and an annual“charter wide” disaster drill.

Use of Computer Technology:

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

Physical Demands:

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- Hearing and speaking to exchange information.
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- Bending at the waist, kneeling or crouching.
- Sitting or standing for extended periods of time.
- Lifting objects up to 50 pounds.
- Close vision and ability to adjust focus.

Work Environment:

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

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

Employee Acknowledgement:

Employee Signature

Jacinta Weitz

Printed Name

7/28/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-LUCERNE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-LUCERNE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: [REDACTED] (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-LUCERNE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of the employment relationship (including application for employment) or termination of the employment relationship or for violation of any federal, state, or other government law, statute, regulation, or ordinance, including, without limitation, the California Labor Code, the Industrial Welfare Commission Wage Orders, the California Business and Professions Code, the Fair Labor Standards Act, California’s Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 (“PAGA”) which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission (“Administrative Claims”) are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

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V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. Arbitration Decision

The arbitrator shall prepare in writing and timely provide to the parties a decision and award which includes factual findings and the reasons upon which the decision is based. The arbitrator may make any award available under law, including monetary damages, injunctive relief, and attorneys’ fees. The decision of the arbitrator shall be binding and conclusive on the parties, except as may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administrator) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Jacinta Weitz and Meghan Freeman on behalf of the COMPANY.

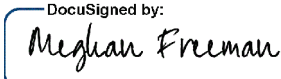

XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:		EMPLOYEE:	
By: _____	A4137E406BF5494... Meghan Freeman, CEO	By: _____	_____
DATED: _____	7/27/2021	DATED: _____	7/28/2021



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

Date: October 20, 2021

Re: [REDACTED]

Effective immediately, your part-time employment position with Elite Academic Academy - Lucerne, as a Virtual Content Teacher - Science Single Subject/Instructional Learning Coach, has been changed to Content Teacher/Instructional Learning Coach. Please see the attached Content Teacher job description. [Note: You previously signed the Instructional Learning Coach job description.]

All other elements of your 21.22 contract (attached), including your pay, health and welfare benefits, and staffing calendar, remain in full effect and are not changed based on this addendum.

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

DocuSigned by:
Meghan Freeman
A4137E406BF5494...
Meghan Freeman
CEO

[REDACTED]

Content Teacher/Instructional Learning Coach



Content Teacher Job Description

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

Position Summary:

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

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

Content Teacher Job Description
Pending Board Approval

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

General skills:

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Content Teacher:

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

*Content Teacher Job Description
Pending Board Approval*

- Provide students with standards.
- Issue midterm progress report.
- Offer office hours and tutoring opportunities for students.
- Review completed coursework and make final grade determination.
- Update course as necessary.

Personalized Courses:

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

Education:

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

Experience:

Two (2) years directly related experience.

Use of Computer Technology:

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

Physical Demands:

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

Work Environment:

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

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

Employee Acknowledgement:



Employee Signature



Printed Name

10/22/2021

Date



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

Date: September 20, 2021

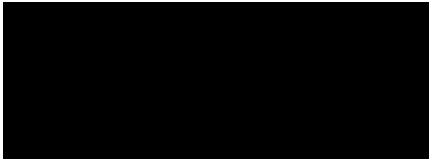
Re: [REDACTED]

Effective as of September 22, 2021, your employment position with Elite Academic Academy - Lucerne (as a *Part-Time Hourly (Non-Exempt) Virtual High School HQT*) will be changed to *Part-Time Hourly (Non-Exempt) Virtual Content Teacher - Science Single Subject/Instructional Learning Coach* with Elite Academic Academy - Lucerne.

Please see the attached contract, and job descriptions for your review and consideration.

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

DocuSigned by:
Meghan Freeman
A4137E406BF5494...
Meghan Freeman
CEO



[REDACTED] (Non-Exempt) Virtual Content Teacher - Science Single Subject/Instructional
Learning Coach



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Part-Time Hourly (Non-Exempt) Virtual Content Teacher - Science Single Subject/Instructional Learning Coach

September 20, 2021



We are pleased to offer you the position of **Part-Time (Non-Exempt) Virtual Content Teacher - Science Single Subject/Instructional Learning Coach** with Elite Academic Academy – Lucerne (the “School”) commencing **September 22, 2021**. We are delighted you chose to continue with the Elite Academic Academy team. The terms of your employment offer are set forth in this At-Will Employment Agreement (the “Agreement”), and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks (which you have already completed). They are as follows:

1. Your job duties are detailed in the attached job descriptions (“Exhibit A”) and you will report to the Director of Virtual, or designee. Copies of your job descriptions, attached hereto as Exhibit A, are incorporated by reference herein. The duties set forth in that job description may be amended from time to time at the sole discretion of the School.
2. You agree that you will at all times faithfully, industriously, and to the best of your ability perform all of the duties that may be required of you which shall include:
 - a. Fulfilling the functions enumerated in the job description, attached hereto as Exhibit A;
 - b. Such other duties as assigned by the Board of the School or your supervisor from time-to-time as necessary in the School’s discretion and judgment to effectuate the purposes of this Agreement. You understand that the School may at times make assignments that are in addition to those expressly described in this Agreement.

- c. Attending any scheduled School events or training or planning sessions before or during the school year if requested by your direct supervisor; and
 - d. Following and abiding by the School's policies and procedures as adopted and amended from time-to-time, including those policies and procedures set forth in the School's current Employee Handbook, which may be amended from time to time at the sole discretion of the School.
3. You agree that while you are working for the School you will not render services in person or by electronic means, paid or otherwise, to any other entity, unless prior written approval is given by the CEO.
4. Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum rate of \$36.75 an hour for all regular hours worked, for a maximum of 15 hours per week, less applicable withholdings, for 224 days of work (see attached calendar), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion. We anticipate that there will be occasions when we will ask you to work over 15 hours per week, and/or occasions when you may be asked to work overtime. All overtime hours must be approved in advance by your supervisor. For any overtime hours worked, you will be paid at the appropriate overtime rate in accordance with all applicable laws. You will be paid twice a month on, or around, the 10th and 26th of each month. Human Resources will confirm your exact pay dates.
5. As a part-time employee you will not generally be eligible for benefits, except for those required by law such as paid sick time, and California State Teachers Retirement System.
6. You shall be provided with a duty-free, uninterrupted unpaid meal period of at least thirty minutes for a work period of over 5 hours in a day and one rest break of 10 minutes for every 4 hours worked or major fraction thereof. Your supervisor will schedule the times for your meal and rest periods.
7. You are required to record your time via our timekeeping system, Paycom. You will be provided with specific instructions regarding this system. You will be responsible for reviewing, approving, and submitting your time to your supervisor. You must report any instance where you believe your time, or pay, is inaccurate to the payroll department.
8. Your employment at Elite Academic Academy is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the "at will" nature of your employment may only be changed in a document signed by you and the Chief Executive Officer of the School.
9. It is a condition of your employment that you sign the School's Arbitration Agreement (which you previously signed) which provides that any disputes between you and the School be

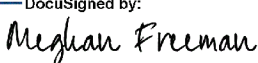
submitted to binding arbitration. You should notify the School in writing of any complaints you have with respect to your employment so that any issues can immediately be addressed and rectified.

10. It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement (which you previously signed), which contains additional requirements for the protection of the school's trade secret, confidential and proprietary information as well as an assignment to Elite Academic Academy of the ideas, concepts and other intellectual property that you create while you are employed by the school.
1. The School is an equal opportunity employer. Company policy prohibits discrimination, retaliation, or harassment based on practices, national origin, including language use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.
11. You affirm that you are not a party to any agreement(s) such as a non-competition agreement that would prohibit you from employment with us.
12. This Agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This Agreement may be amended only by a writing signed by both yourself and the CEO.
13. On your first day of work you will be required to complete the INS form I-9. Please bring appropriate identification that shows your eligibility to work in the United States.

If these terms are acceptable to you, please sign one copy of this offer letter and return it at your earliest convenience. This offer will remain open for 7 days.

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

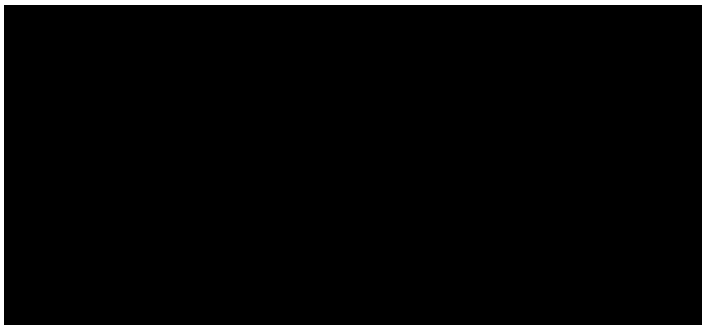
Sincerely,

DocuSigned by:

A4137E406BF5494...
Meghan Freeman, CEO

CEO/Designee Signature:

Date: 9/20/2021

AGREED TO AND ACCEPTED BY:



Date: 9/20/2021



Virtual Content Teacher -Science Single Subject Job Description

Job Title:	Virtual Content Teacher-Science Single Subject
Department:	Virtual Academy
Reports To:	Director of Virtual, or designee
FLSA Status:	Exempt
Job Classification:	Certificated Full-time
Pay Range:	Salary Dependent Upon Experience
Position Location:	Remote Office

Position Summary:

The Virtual Content Teacher is responsible for overseeing Secondary Science online courses. The Virtual Content Teacher reviews and sets up their course according to guidelines provided, and their knowledge of the subject material. The Virtual Content teacher will also work with the Curriculum team to write A-G approved Secondary Science courses. The Virtual Content Teacher hosts all Live Sessions and supports small group breakout sessions. The Virtual Content teacher plans weekly live sessions with discussion topics, science lab demonstrations, and engaging material to support the courses. In addition, the Virtual Content Teacher will ensure academic success of the students in their courses through consistent and clear communication, synchronous & asynchronous direct instruction sessions for student participation, holds office hours for small groups and/or 1-1 tutoring opportunities for Elite students. The Virtual Content Teacher responds to students within 24 hours of receipt of a message. Communicates to Elite Educator (TOR) any concerns regarding the successful completion of a course.

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

- A valid, current, and appropriate California state Single-Subject Science Credential in the areas Foundational-Level General Science, Biological Sciences, Chemistry, Geosciences, & Physics
- Highly qualified to authorize students' learning in the content area served.
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.

*Virtual Content Teacher - Science (Single Subject) Job Description
Board Approved 08/05/2021*

General skills:

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Elite Academic Academy Virtual Content Teacher Courses:

- Initial setup and preparation of their courses, including due dates, syllabus, grading scale, and content review.
- Provide students with syllabus, pacing guide with due dates for assignments, and assessments.
- Provide students with standards.
- Issue midterm progress report.
- Offer office hours and Tutoring opportunities for students.
- Review completed coursework and work with the Teacher of Record to determine final grades.
- Update course as necessary.
- Hold Live Sessions for each core course.
- Train the Teacher of Records in the subject material to hold small group discussions.

Personalized Courses:

- Provide parent/students with standards.
- Review the course outline and ensure the standards are covered and that there is adequate rigor.

- Create a pacing guide for the year for the parent and TF to utilize. This pacing guide will include due dates for assignments.
- Virtual Content Teacher gives final approval on personalized course.

Education:

Bachelor’s Degree (minimum)/Master’s Degree preferred

Single Subject credential by coursework or exam -or- HQ by other means (e.g. HOUSSE, VPSS, etc.)

Experience:

Two (2) years directly related experience.

Use of Computer Technology:

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

Physical Demands:

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

Work Environment:

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

Employee Acknowledgement:

[Redacted Signature]

[Redacted Name]

Printed Name

9/20/2021

Date



Job Title: Part-Time Instructional Learning Coach
Department: Education
Reports To: Director or Designee
Employee Status: Non-Exempt/Certificated Core Employee
Employee Calendar: 187-224
Pay: \$20-40/hour (depending on experience)

JOB SUMMARY:

The Part-Time Instructional 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 Part-Time Instructional Learning Coach works with the teacher to:

- Plan and implement a program of instruction that adheres to the school’s philosophy, goals and objectives.
- Plan and implement a program of study designed to meet individual needs of students.
- Support a caseload of students (in small groups or individually) in core subject areas to support in closing achievement gaps.
- Tutor a caseload of students in core subject areas to support in closing achievement gaps.
- Encourage student enthusiasm for the learning process and the development of study habits.
- Complete and maintain an individualized academic and social progress log for each student; which includes authentic observations, specific objectives for the session, and multiple measures of determining academic progress.
- Schedule sessions with families in a timely manner (contact within 48 hours of receiving a support request).
- Implement I-Ready assessment, EZ CBM, and other assessments, into learning plans.
- 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, Educlastic, and other assessment, 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; and 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 practice and official standardized tests in accordance with Elite's testing program.
- Perform other duties as assigned.

EDUCATION AND EXPERIENCE:

- California Single Subject or Multiple Subject Credential Required
- Bachelor's Degree

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.

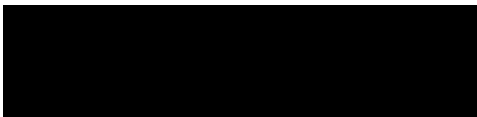
PHYSICAL DEMANDS:

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 Signature



Printed Name

9/20/2021

Date



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

Date: October 20, 2021

Re: [REDACTED]

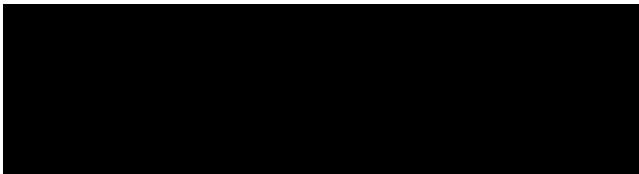
Effective immediately, your employment position with Elite Academic Academy - Lucerne, as a Homeschool Teacher has been changed to Teacher of Record - Homeschool. Please see the attached job description.

All other elements of your original 21.22 contract (attached), including your pay, health and welfare benefits, and staffing calendar, remain in full effect and are not changed based on this addendum.

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

DocuSigned by:

A4137E406BF5494...
Meghan Freeman
CEO





Teacher of Record - Homeschool

Job Description

Position Title:	Teacher of Record - Homeschool
Reports To:	Director of Homeschool (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000 annually
Work Schedule:	187-225 days
Location:	Remote Office

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

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

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

*Teacher of Record - Homeschool Job Description
Pending Board Approval*

employment and thereafter updated every four years.

- Valid California Driver's License.

General Skills:

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

ESSENTIAL DUTIES AND RESPONSIBILITIES

Professional Support:

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

Responsibilities:

- Develop an educational plan with each family at the beginning of each learning period.
- Maintain daily communication through live and synchronous sessions with students and parents/guardians through online platform, email, and telephone communication.

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

Paperwork and Documentation:

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

- Master Agreements and enrollment paperwork
- Attendance Reporting

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

Advice and Support:

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

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

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

Other Duties

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

- Perform other duties as assigned.

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

Employee Acknowledgement:



Employee Signature



Printed Name

10/22/2021

Date



AT-WILL EMPLOYMENT AGREEMENT

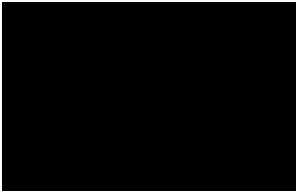
Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Homeschool Teacher

July 21, 2021



We are pleased to offer you the position of full-time exempt Homeschool Teacher with Elite Academic Academy - Lucerne (the "School") commencing August 9, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks. They are as follows:

Your job duties are detailed in the job description (attached) and you will report to the Director of Homeschool, or designee.

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

Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum *annual* salary of \$74,000 (or \$6,166.67 *per month*) less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion.

You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, at the sole and absolute discretion of the CEO, based upon, among other things, an employee's performance and the School's overall performance during the calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter offers Health and Welfare benefits, totaling \$10,800 a year (or \$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the "at will" nature of your employment may only be changed in a document signed by you and the CEO of the School.

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

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver's

license issued to persons unable to prove their presence in the United States is authorized under federal law, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.

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

This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

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

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

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

Sincerely,
DocuSigned by:

A4137E4068F5494...
Meghan Freeman
CEO

Date: 7/21/2021

AGREED TO AND ACCEPTED BY:

Employee: 

 Date: 7/21/2021



Homeschool Teacher

Job Description

Position Title:	Homeschool Teacher
Reports To:	Homeschool Director (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187-224 days
Location:	Remote Office

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

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

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

General Elite Educator Skills:

- Team player.
- Love of learning – a lifelong learner.

*Homeschool Teacher Job Description
Pending Board Approval*

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

ESSENTIAL DUTIES AND RESPONSIBILITIES

Professional Support:

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

Elite Educator Responsibilities:

- Develop an educational plan with each family at the beginning of each learning period.
- Evaluate, update, and document student progress towards the educational plan and Common Core State Standards by examining the entire body of student learning at the monthly Academic Consultation and engaging the student through evaluative discussion and observation.
- Collect work samples each learning period and use those samples to create a record of each students' learning.
- Stay current with school policy and procedure.
- Complete the required paperwork and documentation for each student according to individual deadlines.
- Advise and support parents and students.
- Ensure students' academic needs are met by ordering, researching, and suggesting curriculum.
- Suggest and provide information regarding available educational opportunities.
- Proactively seek information on high school curriculum and course work.
- Stay current with UC A-G requirements, school policy and procedure.
- Work with Program Director to ensure high school requirements are being met.
- Design Custom High School Courses according to student need.
- Maintain an accurate online budget for each student-make sure funds are spent according to academic priority—curriculum, tutoring, and then enrichment.

- Communicate school information to the parents/students.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Attend IEP and other required meetings for assigned students.
- Use computer technology, email, the Internet, and other technology.
- Attend mandatory teacher trainings and weekly meetings/mentoring sessions.
- Complete online and other trainings as determined as necessary by the school.
- Proctor state mandated tests and administer any charter required assessments, such as the Scantron assessment.
- Support high school students and parents with high school planning.
- Evaluate student transcripts for graduation/completion purposes.
- May perform other duties commensurate with the functions and level of the position.

Paperwork and Documentation:

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

- Master Agreements and enrollment paperwork
- Attendance Reporting
- Assignment and Work Record (AWR) in School Pathways to document student learning--to be completed within two weeks after attendance has been taken
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Advice and Support:

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

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

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

Other Duties

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

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

- Noise level is generally moderate
- Meetings conducted in public and private settings
- Indoor and outdoor in varying temperature

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

Employee Acknowledgement:

[Redacted Signature]

818812B025514BE...
Employee Signature

[Redacted Name]

Printed Name

7/21/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

This Mutual Agreement to Arbitrate Claims (“Agreement”) is a contract and covers important issues relating to your rights. It is your responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice. With the limited exceptions noted below, you and ELITE ACADEMIC ACADEMY-LUCERNE mutually agree to resolve all disputes through binding arbitration, meaning YOU AND ELITE ACADEMIC ACADEMY-LUCERNE DO NOT HAVE THE RIGHT TO A JURY TRIAL AND/OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

EMPLOYEE and the COMPANY (both defined below) agree as follows: [REDACTED] (“EMPLOYEE”) on the one hand, and ELITE ACADEMIC ACADEMY-LUCERNE (“the COMPANY”), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively “COMPANY PARTIES”), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of the employment relationship (including application for employment) or termination of the employment relationship or for violation of any federal, state, or other government law, statute, regulation, or ordinance, including, without limitation, the California Labor Code, the Industrial Welfare Commission Wage Orders, the California Business and Professions Code, the Fair Labor Standards Act, California’s Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination in Employment Act. Covered (collectively, “Covered Disputes”).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, “Covered Disputes” shall not include representative claims or actions arising

under the California Private Attorneys General Act of 2004 (“PAGA”) which are not covered by this Agreement. Additionally, claims filed with the Workers' Compensation Appeals Board, the Employment Development Department, the National Labor Relations Board, the U.S. Department of Labor, and the Equal Employment Opportunity Commission (“Administrative Claims”) are not covered by this agreement, and EMPLOYEE is not barred from filing or cooperating in any Administrative Claim. However, if after initiating an Administrative Claim, EMPLOYEE is permitted to pursue a private cause of action against the COMPANY, the private cause of action must be resolved through arbitration pursuant to this Agreement.

III. Class and Collective Action Waiver

Notwithstanding any provision in the AAA Rules to the contrary, EMPLOYEE and the COMPANY agree that Covered Disputes shall be arbitrated on an individual basis only. No Covered Dispute shall be (a) heard or arbitrated on a class or collective action basis on behalf of other persons alleged to be similarly situated, or (b) joined, consolidated, or otherwise combined with the claims of other persons in one proceeding. EMPLOYEE and the COMPANY shall not seek to bring any Covered Dispute as a class or collective action or seek to join, consolidate, or otherwise combine the claims of other persons in one proceeding. COMPANY, while it may take all steps necessary to enforce this Agreement in legal proceedings, will not discipline or otherwise retaliate against Employee for engaging in concerted activity, even if that activity is in breach of this Agreement.

IV. Governing Law

Any arbitration hereunder will be pursuant to the Federal Arbitration Act (the “FAA”) and California law, unless California law conflicts with the FAA in which case the FAA shall govern.

V. Notice of Claims Must be Timely

The demand for arbitration must be in writing and made within the applicable statute of limitations period. In the event that there is a dispute as to whether a claim or an issue is arbitrable, the court shall have the exclusive authority to determine arbitrability.

VI. Place of Arbitration

The arbitration shall take place before a neutral arbitrator within 45 miles of where EMPLOYEE is or was last employed by the COMPANY.

VII. Discovery

The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including but not limited to determining what constitutes reasonable discovery.

VIII. Arbitration Decision

The arbitrator shall prepare in writing and timely provide to the parties a decision and award which includes factual findings and the reasons upon which the decision is based. The arbitrator may make any award available under law, including monetary damages, injunctive relief, and attorneys’ fees. The decision of the arbitrator shall be binding and conclusive on the parties, except as may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

The fees for the arbitrator (including any administrative costs charged by the arbitration administrator) shall be paid entirely by the COMPANY. Each party shall otherwise bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the arbitrator shall award attorneys' fees and costs in accordance with applicable law.

X. Severability

The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the term, provision, covenant or condition shall be disregarded and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XI. Sole and Entire Agreement Regarding Dispute Resolution

This Agreement between EMPLOYEE and the COMPANY constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by Adam Chiles and Meghan Freeman on behalf of the COMPANY.

XII. Binding Effect

This Agreement is binding upon the COMPANY and EMPLOYEE and each of their respective subsidiaries and affiliates, and upon their heirs, successors, permitted representatives, and permitted assigns.

EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either wishes to do so.

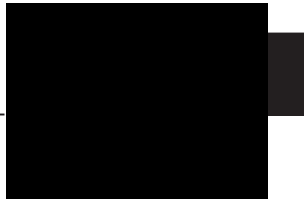
Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY:

DocuSigned by:
Meghan Freeman
A4137E406BF5494...
Meghan Freeman, CEO

EMPLOYEE:



By: _____

By: _____

DATED: _____

DATED: _____

7/21/2021



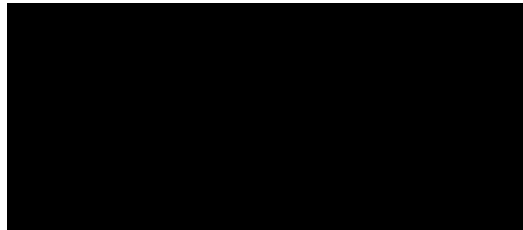
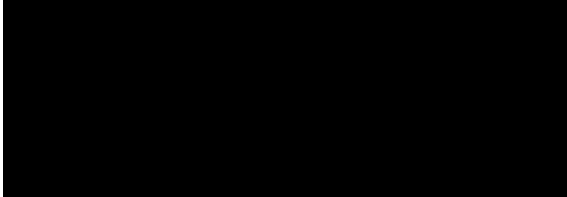
DocuSign, Inc.
221 Main Street, Suite 1550
San Francisco, CA 94105

Offer Valid Through: Oct 29, 2021

Prepared By: Emin Arakelov
Quote Number: Q-00675760

ORDER FORM

Address Information



Billing Contact Name:

Teresa Schaffer

Billing Email Address:

tschaffer@eliteacademic.com

Billing Phone:

19515650239

Shipping Contact Name:

Teresa Schaffer

Shipping Email Address:

tschaffer@eliteacademic.com

Shipping Phone:

19515650239

Order Details

Order Start Date: Aug 2, 2021

Order End Date: Aug 1, 2022

Billing Frequency: Annual

Payment Method: Check

Payment Terms: Net 30

Currency: USD

Products

Product Name	Start Date	End Date	Quantity	Net Price
eSignature Business Pro Edition - Envelope Subs.	Aug 2, 2021	Aug 1, 2022	12,750	\$39,130.43
Premier Support	Aug 2, 2021	Aug 1, 2022	1	\$5,869.57

Grand Total: \$45,000.00

Product Details

eSignature Envelope Allowance: 12,750

Total Cost Split
Between Schools

LU= \$22,500

ME= \$22,500

Overage/Usage Fees

eSignature Business Pro Edition - Envelope Subs. (Per Transaction): \$5.80

Order Special Terms

Both parties hereby agree that the following Order Forms identified by their Order Start Dates will be terminated upon the Order Start Date of this Order Form:

October 8, 2020 (Q-00503888)

No credit will be provided for the above Order Form(s).

This Order Form includes 250 Envelopes at no charge to Customer. Upon renewal, pricing will be based on \$3.60 per Envelope, inclusive of Support.

Terms & Conditions

This Order Form is governed by the terms Master Services Agreement available online at: <https://www.docusign.com/company/terms-and-conditions/msa> and the applicable Service Schedule(s) and Attachments for the DocuSign Services described herein available online at <https://www.docusign.com/company/terms-and-conditions/msa-service-schedules>.

Billing Information

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice.

Is the contracting entity exempt from sales tax?

Please select Yes or No:

If yes, please send the required tax exemption documents immediately to taxexempt@docusign.com.

Invoices for this order will be emailed automatically from invoicing@docusign.com. Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select Yes or No:

If yes, please complete the following:

PO Number:

PO Amount: \$

By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Order Form and any documents incorporated herein.

Customer

Signature:

Name: Meghan Freeman

Job Title: Chief Academic Officer

Date:

**DocuSign,
Inc.**

Signature:

Name: AOA

Job Title:

Date:

Certificate Of Completion

Envelope Id: 3C31D96DA5104C0DA58EB350954F655E

Status: Sent

Subject: [DocuSign] Request for eSignatures: Elite Academic Academy - Renewal

fcorgid: 00D300000000bS4EAI

Source Envelope:

Document Pages: 3

Signatures: 0

Envelope Originator:

Certificate Pages: 5

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Emin Arakelov

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221 Main Street

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Suite 1000

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

San Francisco, CA 94105

Emin.Arakelov@docusign.com

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Meghan Freeman

Sent: 10/21/2021 9:49:11 AM

mfreeman@eliteacademic.com

Viewed: 10/22/2021 11:37:36 AM

Chief Academic Officer

Elite Academic Academy

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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AOR

Signing Group: AOR

Security Level: Email, Account Authentication
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AOA

Signing Group: AOA

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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Envelope Sent	Hashed/Encrypted	10/21/2021 9:49:11 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DocuSign, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. 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.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DocuSign, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by paper mail, please send correspondence to:

DocuSign, Inc.
221 Main St.,
Suite 1000
San Francisco, CA 94105

To advise DocuSign, Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at and in the body of such request you must state: your previous e-mail address, your new e-mail address. Please reach out to the sender of the envelope if you want to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from DocuSign, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any. Please reach out to the sender of the envelope if you want to request paper copies.

To withdraw your consent with DocuSign, Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. Please reach out to the sender of the envelope if you want to withdraw your consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)

PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, 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 notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the ‘I agree’ button below.

By checking the ‘I agree’ box, I confirm that:

Process

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify DocuSign, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by DocuSign, Inc. during the course of my relationship with you.

California Assembly Bill 1584 Compliance Letter Template

This Compliance Letter is entered into between District Elite Academic Academy - Lucerne Local Education Agency ("LEA") and the Foundation for California Community Colleges ("FOUNDATION"), as it relates to LEA's intended use of www.CaliforniaColleges.edu (also referred to herein as "Website"), on 19 day of October, 2021 ("Effective Date").

WHEREAS, FOUNDATION has entered into an agreement with MaiaLearning, Inc. ("Service Provider") for technology services which are provided at www.CaliforniaColleges.edu and Service Provider has confirmed, in the agreement, its compliance with California Assembly Bill 1584 ("AB 1584"), as further outlined below;

WHEREAS, the LEA is a California public entity subject to all state and federal laws governing education, including but not limited to AB 1584, the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, the LEA has advised the FOUNDATION that they wish to use the Website with their pupils and FOUNDATION, as the sponsor of the Website has agreed to such use by LEA;

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015, between a local education agency and a third-party service provider must include certain terms; and

WHEREAS, the LEA and FOUNDATION desire to have the services available to the LEA at www.CaliforniaColleges.edu comply with AB 1584.

NOW, THEREFORE, the Parties agree as follows:

1. The terms and conditions of this Compliance Letter together with the Website Terms of Use and Privacy Policy, current versions of which are posted at www.CaliforniaColleges.edu, shall govern use of the Website by the LEA and their students.
2. Pupil records entered into accounts on the Website by students of the LEA shall continue to be the property of, and under the control of, the LEA.
3. The procedures by which students may retain possession and control of or transfer to a personal account, their own student-generated content are outlined as follows:
 - a) LEA will advise FOUNDATION that it plans to cease use of the website with its pupils and terminate this Compliance Letter;
 - b) If LEA is not intending to request that Service Provider delete all LEA pupil accounts, LEA will advise students they may continue to use their pupil-generated account as they wish, under their own direction.
4. Parents, legal guardians, or eligible students may review personally identifiable information in their child(ren)'s records and correct erroneous information by the following protocol:
 - a) Student uses the "Invite a Parent or Guardian to access your portfolio" functionality on the Website to invite their parent or legal guardian to view their portfolio;

- b) Parent reviews the portfolio and identifies any student-generated information that requires correction;
 - c) Parent works with their child(ren) to log on to their portfolio and edit the information they have entered, if editable;
 - d) If not editable, parent may contact the Service Provider, at the contact information provided in the “Modifying and Deleting Your Information” section of the Website Privacy Policy, to request that the erroneous information be corrected or deleted.
5. Service Provider has taken action and implemented procedures to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records by the following measures:
- a) All pupil records are stored in Service Provider’s highly secured data center with 24/7 onsite security and biometric access control.
 - b) All of Service Provider’s servers are protected by state-of-the-art firewall systems and monitoring alerts in multiple levels for monitoring any unusual activity. Dedicated personnel actively monitor activity and adjust firewalls in anticipation of potential threats.
 - c) All pupil data/records entered on the Website are encrypted when on route between the user’s browser and Service Provider’s servers and when on route between the servers and another browser or server. This prevents unauthorized third parties from intercepting and gaining access to pupil data during transmission over the Internet. Service Provider uses 128-bit, Secure Socket Layer (SSL) encryption supported by all common browsers.
 - d) Access to all pupil data requires authentication using personal usernames and passwords.
 - e) Service Provider staff members would only access pupil data for support purposes and only do so at the request of the LEA or the student, and their access is authenticated using personal usernames and passwords.
6. In addition to requiring that Service Provider ensures the security and confidentiality of pupil records, FOUNDATION shall maintain policies and procedures for the designation and training of responsible staff members to ensure the confidentiality and security of Student Data.
- f) The FOUNDATION provides data security and privacy training upon hire and on an annual basis to its staff members who work with Student Data. The training covers Federal, State, and Local regulations for maintenance of student data, as well as best practices.
 - g) At LEA’s request, FOUNDATION shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
 - h) FOUNDATION access to pupil records requires authentication using unique personal usernames and passwords.
 - i) FOUNDATION will not access pupil records outside of the Service Provider’s highly controlled platform, described in Section 6 above.
7. In the event of an unauthorized disclosure of a pupil’s records, Service Provider shall report to an affected parent, legal guardian, or eligible student pursuant to the following procedure:
- j) Service Provider will contact the LEA signatory to this Compliance Letter to advise of the unauthorized disclosure of the pupil’s records;
 - k) Service Provider will work with the LEA with regard to mitigation efforts related to the disclosure and notification to the parents or legal guardian of the affected pupil.

- 1) If requested by LEA in agreement with the parents or legal guardian of the affected pupil and the pupil, Service Provider will delete pupil's student-generated account.
- 8. FOUNDATION certifies that the Foundation and its Service Provider shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Website Terms of Use and Privacy Policy. More particularly, the Foundation and its Service Provider will not use personally identifiable information in pupil records to engage in targeted advertising.
- 9. FOUNDATION certifies that a pupil's records shall not be retained or available to the Foundation or its Service Provider upon completion of the LEA's use of the Website, so long as the LEA notifies the FOUNDATION and Service Provider of their intention to cease use of the Website and the LEA provides to the Service Provider, by secure means, a list of all pupil account names that they require to be deleted; except for a case where a pupil chooses to establish or maintain an account with Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil generated content to a personal account. Such certification will be enforced through the following procedure:
 - m) LEA notifies FOUNDATION that they will cease using the Website with their students and wish to terminate this Compliance Letter.
 - n) LEA, through the Professional Tools offered on the Website will download and provide to the Service Provider, by secure means, a list of all student accounts to be deleted.
 - o) Service Provider will delete the accounts and notify the LEA that the accounts have been deleted.
- 10. LEA agrees to comply with FERPA in directing their students' use of the Website. FOUNDATION and Service Provider's compliance with FERPA is confirmed in the Website Privacy Policy.

IN WITNESS WHEREOF, parties execute this Compliance Letter on the dates set forth below.

District

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: DocuSigned by:
Meghan Freeman
A4137E406BF5494...

By: *Tessa Carmen De Roy*
Tessa Carmen De Roy (Jan 11, 2021 10:41 PST)

Print Name: Meghan Freeman

Print Name: Tessa Carmen De Roy

Title: CEO

Title: President, CCGI

Date: 10/19/2021

Date: Jan 11, 2021

* 081 * 10/25/2021 * UMB 2465692 06

GREAT AMERICAN ALLIANCE INS CO

D/B 957175709

694811

MARSH & MCLENNAN AGENCY, LLC

9171 TOWNE CENTRE DR 100

SAN DIEGO, CA 92122 6231

The Moment of Truth: Reporting a Claim



Online

MyGreatAmerican.gaig.com



Email

SpecialtyHumanServicesClaims@gaig.com



Phone

Toll Free: 888-317-4828

Fax: 888-307-3180



Mail

Great American Insurance Group
Specialty Human Services Division
Claims Department, P.O. Box 1997
Cincinnati, OH 45202

Online portal may not be available at all times. Policies are underwritten by Great American Insurance Company, Great American Assurance Company, Great American Alliance Insurance Company, Great American Insurance Company of New York and Great American Spirit Insurance Company, authorized insurers in all 50 states and DC. © 2018 Great American Insurance Company, 301 E. Fourth St., Cincinnati, OH 45202. All rights reserved. 5611-SHS (12/18).

365 days a year,
7 days a week,
24 hours a day.

**IMPORTANT INFORMATION TO POLICYHOLDERS
CALIFORNIA**

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT

In the event you need to contact someone about this Policy for any reason please contact your agent. If you have additional questions, you may contact the insurance company issuing this Policy at the following address and telephone number:

Great American Insurance Group
Administrative Offices
301 East 4th Street
Cincinnati, OH 45202

Or you may call the toll-free telephone number for information or to make a complaint at:

1-800-972-3008

If you have a problem with your insurance company, its agent or representative that has not been resolved to your satisfaction, please call or write to the Department of Insurance.

California Department of Insurance
Consumer Services Division
300 South Spring Street, South Tower
Los Angeles, California 90013

1-800-927-4357
213-897-8921 (if calling from within the Los Angeles area)
1-800-482-4833 (TDD Number)

Written correspondence is preferable so that a record of your inquiry can be maintained. When contacting your agent, company or the Bureau of Insurance, have your Policy Number available.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

**COMMERCIAL UMBRELLA
ACCESS OR DISCLOSURE OF CONFIDENTIAL OR
PERSONAL INFORMATION EXCLUSION**

ADVISORY NOTICE TO POLICYHOLDERS

This Notice does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Carefully read your policy, including the endorsements attached to your policy.

Please note that not all the forms listed below may be applicable to your policy.

This Notice provides information concerning the following new endorsement, which applies to your renewal policy being issued by us:

GAI 7269 Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception

When this endorsement is attached to your policy:

Your policy excludes damages arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in the paragraph above.

However, this exclusion does not apply to damages because of "bodily injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

GAI 7268 Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - Limited Bodily Injury Exception Not Included

When this endorsement is attached to your policy:

Your policy excludes damages arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data, which results in a reduction of coverage.

This exclusion will apply even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in the paragraph above.

**COMMERCIAL UMBRELLA
PROFESSIONAL LIABILITY COVERAGE -
FOLLOWING FORM**

ADVISORY NOTICE TO POLICYHOLDERS

This Notice does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following new endorsement, which applies to your renewal policy being issued by us:

Broadening of Coverage:

GAI 6029 (ed. 08 14) Professional Liability Coverage - Following Form

When this endorsement is attached to your Policy:

This revised endorsement expands the coverage provided by the Commercial Umbrella Coverage Form.

Section I - Coverage of this endorsement has been revised to follow the coverage trigger of the underlying insurance. With this revision professional (act, error, or omission) coverage will be provided in the umbrella in the same manner as the underlying insurance as an occurrence coverage or a claims-made coverage.

Additional editorial changes have been made in Section II - Limits of Insurance and Section V - Definitions to add professional (act, error, or omission) as coverages to these sections.

**COMMERCIAL UMBRELLA ABUSE OR
MOLESTATION COVERAGE - FOLLOWING FORM**

ADVISORY NOTICE TO POLICYHOLDERS

This Notice does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following new endorsement, which applies to your renewal policy being issued by us:

Editorial Revision:

GAI 7251 (ed. 08 14) Abuse Or Molestation Coverage - Following Form

When this endorsement is attached to your Policy:

Section I - Coverage of this endorsement has been revised to follow the coverage trigger of the underlying insurance. With this revision abuse coverage will be provided in the umbrella in the same manner as the underlying insurance as an occurrence coverage or a claims-made coverage.

Additional editorial changes have been made in Section II - Limits of Insurance and Section V - Definition to add abuse as a coverage to these sections.

Policy No. UMB 2-46-56-92 - 06

Renewal Of UMB 2-46-56-92 - 05

THE PROTECTOR COMMERCIAL UMBRELLA DECLARATIONS PAGE

1. NAMED INSURED AND ADDRESS:

ELITE ACADEMIC ACADEMY
CHARTER SCHOOLS
43414 BUSINESS PARK DRIVE
TEMECULA, CA 92590

2. POLICY PERIOD:

12:01 A.M. Standard Time at the
address of the Named Insured
shown at left.
From 10/13/2021 To 07/01/2022

**IN RETURN FOR PAYMENT OF THE PREMIUM,
AND SUBJECT TO ALL TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE
THE INSURANCE AS STATED IN THIS
POLICY.**

PRODUCER'S NAME AND ADDRESS:

MARSH & MCLENNAN AGENCY, LLC

9171 TOWNE CENTRE DR 100
SAN DIEGO, CA 92122 6231

Insurance is afforded by: GREAT AMERICAN
ALLIANCE INSURANCE COMPANY

3. PREMIUM: Commercial Umbrella Premium	\$	6,852.00
Total Advance Premium	\$	6,852.00
 Total	\$	6,852.00

In the event of cancellation by the Named Insured, the company will receive
and retain no less than \$ 936.00 as a policy minimum premium.

BASIS OF PREMIUM: Non-Auditable (X) Auditable ()

4. LIMITS OF INSURANCE:	\$	10,000,000	Each Occurrence
	\$	10,000,000	General Aggregate (Where Applicable)
	\$	10,000,000	Products-Completed Operations Aggregate

5. SELF-INSURED RETENTION: \$ NONE

6. FORMS AND ENDORSEMENTS applicable to all Coverage Forms and made part of
this Policy at time of issue are listed on the attached Forms and
Endorsements Schedule, GAI 6013 (Ed. 06/97).

FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition	Date Added* or Date Deleted	ST	Form Description
1.	GAI6001	06/97	CA	COMM'L UMBRELLA COV PART DEC
2.	GAI6002	04/10	CA	THE PROTECTOR UMBRELLA COV. FORM
3.	GAI6003	06/97	CA	SCHEDULE A - UNDERLYING POLICIES
4.	GAI6005	06/97	CA	NAMED INSURED
5.	GAI6029	08/14	CA	PROFESSIONAL LIA COV/FOLLOWING FORM
6.	GAI6047	04/10	CA	ADVERTISING INJURY -FOLLOWING FORM
7.	GAI6089	10/98	CA	CORPORAL PUNISHMENT-EXCLUSION
8.	GAI6129	04/10	CA	PERSNL INJURY LIA (FOLLOWING FORM)
9.	GAI6153	04/10	CA	EMPLOYEE BENEFIT COVERAGE
10.	GAI6158	01/13	CA	CA CHANGES-CANCELLATION/NONRENEWAL
11.	GAI6318	04/10	CA	SCHOOLS/COLLEGE ATHL-FF
12.	GAI6442	04/10	CA	FUNGI, MOLD OR SPORES EXCLUSION
13.	GAI6452	04/15	CA	CAP ON LOSSES - CERT ACTS OF TERROR
14.	GAI6458	04/15	CA	EXCL-PUNITIVE DAM REL TO CERT TERRO
15.	GAI6472	12/20	CA	DISCLOSURE TO TERRORISM RISK ACT OF
16.	GAI6807	08/14	CA	ORGANIC PATHOGENS EXCLUSION
17.	GAI6819	10/04	CA	SILICA OR RELATED DUST EXCLUSION
18.	GAI6869	08/05	CA	NUCLEAR, BIOLOGICAL OR CHEMICAL EXC
19.	GAI7111	04/10	CA	INFRINGEMENT OF COPYRIGHT, PATENT,
20.	GAI7251	08/14	CA	ABUSE OR MOLESTATION COVERAGE - FF
21.	GAI7269	05/14	CA	EXCL.-ACCESS/WITH LIMITED BODILY IN
22.	IL7268	09/09	CA	IN WITNESS CLAUSE

* If not at inception

THE PROTECTOR

SCHEDULE A - SCHEDULE OF UNDERLYING POLICIES		
Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
GR AMER ASSURANCE CO PAC 246-56-91 07/01/2021 07/01/2022	Automobile Hired Automobile Non-Owned Autos	Combined Single Limit \$1,000,000 each accident
Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
GR AMER ASSURANCE CO PAC 246-56-91 07/01/2021 07/01/2022	Commercial General Liability Occurrence Form	\$3,000,000 Aggregate Limit \$3,000,000 Products - Completed Operations Aggregate Limit \$1,000,000 Personal and Advertising Injury Limit \$1,000,000 Each Occurrence
Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
GR AMER ASSURANCE CO PAC 246-56-91 07/01/2021 07/01/2022	Employee Benefits	\$1,000,000 aggregate \$1,000,000 each claim
Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
GR AMER ASSURANCE CO PAC 246-56-91 07/01/2021 07/01/2022	Abuse/Molestation	\$1,000,000 AGGREGATE \$1,000,000 EACH CLAIM
Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
GR AMER ASSURANCE CO PAC 246-56-91 07/01/2021 07/01/2022	Professional Liability	\$3,000,000 AGGREGATE \$1,000,000 EACH CLAIM

T H E P R O T E C T O R
COMMERCIAL UMBRELLA COVERAGE FORM

There are provisions in this Policy that restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy, the words "you" and "your" refer to the Named Insured as defined in Insuring Agreement, **V. DEFINITIONS**. The words "we," "us," and "our" refer to the Company providing this insurance. The word "Insured" means any person or organization qualifying as such in Insuring Agreement, **V. DEFINITIONS**. Words and phrases that appear in quotation marks have special meanings that can be found in **V. DEFINITIONS** or in the specific Policy provision where those words appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations we agree with you to provide coverage as follows:

INSURING AGREEMENTS

I. COVERAGE

A. We will pay on behalf of the "Insured" those sums in excess of the "retained limit" that the "Insured" becomes legally obligated to pay as damages, by reason of liability imposed by law or assumed by the "Insured" under an "insured contract," because of:

1. "bodily injury" or "property damage" that takes place; or
2. "personal injury" or "advertising injury" arising from an offense committed;

during the Policy Period and caused by an "occurrence" happening anywhere. If we are prevented by law or statute from paying such sums on behalf of the "Insured," then we will indemnify the "Insured" for them. The amount we will pay for damages is limited as described below in **Section II. LIMITS OF INSURANCE**.

B. This insurance applies to "bodily injury," "property damage," "personal injury," or "advertising injury" only if, prior to the Policy Period, no "Insured" knew that the "bodily injury," "property damage," "personal injury," or "advertising injury" had occurred, in whole or in part. If any "Insured" knew, prior to the Policy Period, that the "bodily injury," "property damage," "personal injury," or "advertising injury" had occurred in whole or in part, then any continuation, change, or resumption of such "bodily injury," "property damage," "personal injury," or "advertising injury," during or after the Policy Period, will be deemed to have been known prior to the Policy Period.

C. "Bodily injury," "property damage," "personal injury," or "advertising injury" which occurs during the Policy Period and was not, prior to the Policy Period, known to have occurred by any "Insured," includes any continuation, change, or resumption of that "bodily injury," "property damage," "personal injury," or "advertising injury" after the end of the Policy Period.

- D. "Bodily injury," "property damage," "personal injury," or "advertising injury" will be deemed to have been known by all "Insureds" to have occurred at the earliest time when any "Insured":
1. reports all, or any part, of the "bodily injury," "property damage," "personal injury," or "advertising injury" to us or any other insurer;
 2. receives a written or verbal demand or "claim" for damages because of the "bodily injury," "property damage," "personal injury," or "advertising injury"; or
 3. becomes aware by any other means that "bodily injury," "property damage," "personal injury," or "advertising injury" has occurred or has begun to occur.

II. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in Item 4. of the Declarations and the rules below state the most we will pay regardless of the number of:
1. "Insureds";
 2. "claims" made or "suits" brought; or
 3. persons or organizations making "claims" or bringing "suits."
- B. The General Aggregate Limit is the most we will pay for all damages covered under the Insuring Agreement in **Section I.**, except:
1. damages included in the "products-completed operations hazard"; and
 2. coverages included in the policies listed in the Schedule of Underlying Insurance to which no underlying aggregate limit applies.

The amount stated in the Declarations as the General Aggregate Limit is the most we will pay for all damages arising out of any "bodily injury," "property damage," "personal injury," or "advertising injury" subject to an aggregate limit in the "underlying insurance." The General Aggregate Limit applies separately and in the same manner as the aggregate limits in the "underlying insurance."

- C. The Products-Completed Operations Aggregate Limit stated in the Declarations is the most we will pay for all damages included in the "products-completed operations hazard."
- D. Subject to **B.** or **C.** in **Section II. LIMITS OF INSURANCE**, whichever applies, the Each Occurrence Limit stated in the Declarations is the most we will pay for damages covered under the Insuring Agreement in **Section I.** because of all "bodily injury," "property damage," "personal injury," and "advertising injury" arising out of any one "occurrence."
- E. If the applicable Limits of Insurance of the policies listed in the Schedule of Underlying Insurance or of other insurance providing coverage to the "Insured" are reduced or exhausted by actual payment for one or more "claims" or "suits," then, subject to all applicable terms and conditions of this Policy, we will:
1. in the event of reduction, pay in excess of the reduced underlying Limits of Insurance, or;

2. in the event of exhaustion, continue in force as "underlying insurance";

Coverage provided pursuant to **E.1.** or **E.2.** above will be subject to the exclusions, terms, and conditions of this Policy.

- F. The Limits of Insurance of this Policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

G. Retained Limit

Subject to the applicable Limits of Insurance stated in the Declarations and described in **A.** through **F.**, above, we will be liable only for that portion of damages that is in excess of the "retained limit." The "retained limit" is the greater of:

1. the total amounts stated as the applicable limits of the underlying policies listed in the Schedule of Underlying Insurance and the applicable limits of all other insurance providing coverage to the "Insured" during the Policy Period; or
2. the amount stated in the Declarations as "Self-Insured Retention," as respects any "occurrence" covered by none of the underlying policies listed in the Schedule of Underlying Insurance and by no other insurance providing coverage to the "Insured" during the Policy Period.

Once the "Self-Insured Retention" has been fully exhausted by the Insured's actual payment of damages because of "claims" and "suits," the "Self-Insured Retention" will not be reapplied or again payable by the "Insured" because of any "bodily injury," "property damage," or offense that takes place or is committed during the Policy Period.

III. DEFENSE

- A. We will have the right and duty to investigate any "claim" and defend any "suit" seeking damages covered by the terms and conditions of this Policy when:

1. the applicable Limits of Insurance of the underlying policies listed in the Schedule of Underlying Insurance and the Limit of Insurance of all other insurance providing coverage to the "Insured" have been exhausted by actual payment of "claims" for any "occurrence" to which this Policy applies; or
2. damages are sought for any "occurrence" which is covered by this Policy but covered by none of the underlying policies listed in the Schedule of Underlying Insurance and by no other insurance providing coverage to the "Insured."

- B. When we assume the defense of any "claim" or "suit":

1. we will investigate any "claim" and defend any "suit" against the "Insured" seeking damages on account of any "occurrence" covered by this Policy. We have the right to investigate, defend, and settle the "claim" or "suit" as we deem expedient.
2. all expenses we incur in the investigation of any "claim" or defense of any "suit" are in addition to our Limits of Insurance.

3. we will pay the following as expenses, but only to the extent they are neither paid nor required to be paid by one or more of the underlying policies listed in the Schedule of Underlying Insurance nor by any other insurance providing coverage to the "Insured":
 - a. premiums on bonds to release attachments, but only for bond amounts within our applicable Limit of Insurance. We are not obligated to apply for or furnish any such bond.
 - b. premiums on appeal bonds required by law to appeal any "claim" or "suit" we defend, but only for bond amounts within our applicable Limit of Insurance. We are not obligated to apply for or furnish any such bond.
 - c. all court costs taxed against the "Insured" in any "claim" or "suit" we defend. However, we will not pay for attorneys' fees or attorneys' expenses taxed against the "Insured."
 - d. pre-judgment interest awarded against the "Insured" on that part of the judgment we pay that is within our applicable Limit of Insurance. If we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on the period of time after the offer;
 - e. all interest that accrues after entry of judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within our applicable Limit of Insurance;
 - f. the "Insured's" actual and reasonable expenses incurred at our request.
- C. We will not investigate any "claim" or defend any "suit" after our applicable Limits of Insurance have been exhausted by payment of judgments or settlements.
- D. Except for those instances described in Subsection **A.** in **Section III. DEFENSE**, we will not be obligated to assume charge of the investigation, settlement, or defense of any "claim" or "suit" against the "Insured." We will, however, have the right and will be given the opportunity to participate in the settlement, defense, and trial of any "claim" or "suit" relative to any "occurrence" which, in our opinion, may create liability on our part under the terms of this Policy. If we exercise such right, we will do so at our own expense.

IV. EXCLUSIONS

This insurance does not apply to:

A. Asbestos

"Bodily injury," "property damage," "personal injury," "advertising injury," and any other liability, including, but not limited to, settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants, arising out of or related in any way, either directly or indirectly, to:

1. asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, including, but not limited to, any manufacture, mining, use, sale, installation, removal, or distribution activities related to any form of asbestos;
2. exposure to, testing for, monitoring of, cleaning up, removing, containing, or treating of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust; or

3. any obligation to investigate, settle, or defend, or indemnify any person against, any "claim" or "suit" arising out of, or related in any way, either directly or indirectly, to asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust.

B. Breach of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement."

C. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the "Insured."

D. Damage to Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

1. a defect, deficiency, inadequacy or dangerous condition in "your product" or "your work";
or
2. a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

E. Damage to Property

"Property damage" to:

1. property you own, rent, or occupy, including any costs or expenses incurred by you or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. property loaned to you;
4. personal property in the care, custody or control of the "Insured";
5. that particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations; or
6. that particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2. of this exclusion does not apply if the premises are "your work" and were never occupied, rented, or held for rental by you.

Paragraphs **3.**, **4.**, **5.**, and **6.** of this exclusion do not apply to liability assumed under a railroad sidetrack agreement.

Paragraph **6.** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

F. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

G. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

H. Distribution Of Material In Violation Of Statutes

"Bodily injury," "property damage," "personal injury" or "advertising injury" arising, directly or indirectly, out of any act or omission that violates or is alleged to violate:

1. the Telephone Consumer Protection Act (TCPA), including any amendment of or addition to that law, by the sending or transmitting of a fax or the placing of a phone call;
2. the CAN-SPAM Act of 2003, including any amendment of or addition to that law, by the sending or transmittal of an email; or
3. the Fair Credit Reporting Act (FCRA), and any such amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
4. any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

I. Electronic Chat Rooms or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chat room, bulletin board, website, social networking site or service, or blog the "Insured" hosts or owns, or over which the "Insured" exercises control.

J. Electronic Data

"Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data."

K. Employment-Related Practices

"Bodily injury", "personal injury," or "advertising injury," however caused, arising directly or indirectly out of any:

1. refusal to employ or promote;

2. termination of employment;
3. coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, molestation, humiliation, discrimination, or malicious prosecution, directed at a person, or other employment-related practice, policy, act, or omission; or
4. consequential "bodily injury," "property damage," "personal injury," or "advertising injury," as a result of paragraphs 1. through 3. of this exclusion.

This exclusion applies whether the injury-causing event described in paragraphs 1. through 4. occurs before employment, during employment, or after employment of that person, and whether the "Insured" may be held liable as an employer or in any other capacity, and to any obligation to share damages with or to repay someone else who must pay damages because of the "bodily injury," "property damage," "personal injury," or "advertising injury."

L. ERISA

Any obligation of the "Insured" under the Employee Retirement Income Security Act of 1974 (ERISA) or, any amendment to this act, or under any similar law, regulation, or ordinance.

M. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "Insured." This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

N. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal injury" or "advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement."

O. Knowing Violation of Rights of Another

"Personal injury" or "advertising injury" caused by or at the direction of the "Insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury."

P. Material Published Prior to Policy Period

"Personal injury" or "advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the Policy Period.

Q. Material Published with Knowledge of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication of material, if done by or at the direction of the "Insured" with knowledge of its falsity.

R. Nuclear Energy Liability

1. "Bodily injury," "property damage," "personal injury," "advertising injury," or "nuclear property damage," however caused:

- a. with respect to which an "Insured" under this Policy is also insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be insured under any such policy but for its termination upon exhaustion of its Limit of Liability; or
 - b. resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) any "Insured" is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. "Bodily injury," "property damage," "personal injury," "advertising injury," or "nuclear property damage," however caused, arising or resulting from, directly or indirectly, the "hazardous properties" of "nuclear material," if:
- a. the "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, any "Insured" or (b) has been discharged or dispersed therefrom;
 - b. the "nuclear material" is contained in "spent fuel" or "nuclear waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of any "Insured"; or
 - c. the "bodily injury," "property damage," "personal injury," "advertising injury," or "nuclear property damage" arises out of the furnishing by an "Insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion 2.c. applies only to "property damage" to such "nuclear facility" and any property in or at that "nuclear facility."
3. As used in this Nuclear Energy Liability exclusion:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material," "special nuclear material" or "by-product material."

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

"Nuclear waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

- a. any "nuclear reactor";

- b. any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing "spent fuel," or (c) handling, processing or packaging "nuclear waste";
- c. any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of any "Insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "nuclear waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Nuclear property damage" includes all forms of radioactive contamination of tangible property.

S. Pollution

- 1. Any "bodily injury," "property damage," "personal injury," "advertising injury," and any other liability, including, but not limited to, settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants, arising out of or related in any way, either directly or indirectly, in whole or in part, to the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, presence of, or exposure to, any "pollutant," from any source, at any location, at any time.
- 2. Any loss, cost, or expense which would not have occurred in whole or in part but for any:
 - a. Request, demand, or order that any "Insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, any "pollutant"; or
 - b. "Claim" or "suit" by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, any "pollutant."

This exclusion does not apply to "bodily injury" or "property damage" caused by smoke, fumes, vapor, or soot from a "hostile fire," or sustained within a building and caused by smoke, fumes, vapor, or soot from equipment used to heat that building.

"Hostile fire" means a fire that becomes uncontrollable or breaks out from where it was intended to be.

T. Quality or Performance of Goods - Failure to Conform to Statements

"Personal injury" or "advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement."

U. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

1. "your product";
2. "your work"; or
3. "impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

V. Unauthorized Use of Another's Name or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactic to mislead another's potential customers.

W. Un-Insured/Under-Insured Motorists and Similar Laws

Any obligation of the "Insured" under a No Fault, Uninsured Motorist or Underinsured Motorist law, or under any similar law, regulation or ordinance.

X. War

"Bodily injury," "property damage," "personal injury," or "advertising injury," however caused, arising directly or indirectly out of:

1. war, including undeclared or civil war;
2. warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

Y. Workers' Compensation And Similar Laws

Any obligation of the "Insured" under a Workers Compensation, Unemployment Compensation or, Disability Benefits Law, or under any similar law, regulation, or ordinance.

Z. Wrong Description of Prices

"Advertising injury" arising out of the wrong description of the pricing of goods, products or services stated in your "advertisement."

AA. Following Form

The following exclusions 1. through 6. do not apply to the extent that such coverage is provided by "underlying insurance" or would have been provided by "underlying insurance" but for the exhaustion of the applicable limits of the "underlying insurance" by the payment of damages for "bodily injury," "property damage," "personal injury," or "advertising injury" covered

by our Policy. However, under no circumstances will the coverage provided by our Policy for the risks described in the following exclusions 1. through 6. be any broader than the coverage provided for those risks by the "underlying insurance."

Subject to the preceding paragraph, this insurance does not apply to:

1. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, or "loading or unloading" of any aircraft, if such aircraft is owned, or hired without pilot or crew, by or on behalf of any "Insured."

2. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, or "loading or unloading" of any "auto."

3. Contractual Liability

"Bodily injury," "property damage," "personal injury" or "advertising injury" for which any "Insured" is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- a. that the "Insured" would have in the absence of the contract or agreement; or
- b. assumed in a written contract or written agreement that is an "Insured contract," but only if the "bodily injury," "property damage," "personal injury" or "advertising injury" occurs after the "Insured" signs or otherwise formally executes that contract or agreement.

4. Employee Liability

Liability of any "employee" with respect to "bodily injury," "property damage," "personal injury" or "advertising injury" to you or to another "employee" of the same employer injured in the course of such employment.

5. Employer's Liability

- a. "Bodily injury" to:
 - (1) an "employee" of any "Insured," arising out of and in the course of:
 - (a) employment by any "Insured"; or
 - (b) performing duties related to the conduct of any "Insured's" business; or
 - (2) the spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. (1) of this exclusion.
- b. This exclusion applies:
 - (1) whether any "Insured" may be liable as an employer or in any other capacity; and
 - (2) to any obligation to share damages with or repay someone else who must pay damages because of the injury.

6. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, or "loading or unloading" of any watercraft, if such watercraft is owned, or chartered without crew, by or on behalf of any "Insured."

This exclusion does not apply to watercraft while ashore on any premises owned by, rented to, or controlled by you.

V. DEFINITIONS

A. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- 1. notices that are published include material placed on the Internet or on similar electronic means of communication;
- 2. regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

B. "Advertising injury" means injury, including consequential "bodily injury," arising out of advertising activities of any "Insured" as a result of one or more of the following offenses committed during the Policy Period in the course of advertising your goods, products, or services:

- 1. oral or written publication, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- 2. oral or written publication, in any manner, of material that violates a person's right of privacy;
- 3. misappropriating another's advertising ideas in your "advertisement"; or
- 4. infringing upon another's copyright, trade dress, or slogan in your "advertisement."

"Advertising injury" does not include "personal injury."

C. "Auto" means:

- 1. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- 2. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment."

D. "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of those at any time. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from a physical injury, sickness, or disease of that person.

E. "Claim" means a demand, made under an assertion of legal right, for money as compensation for "bodily injury," "property damage," "advertising injury," or "personal injury." "Claim" includes "suit."

- F. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, hardware, or media, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- G. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."
- H. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- I. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

- 1. it incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- 2. you have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

"Impaired property" does not include "electronic data."

- J. "Insured" means each of the following, to the extent set forth:

- 1. The Named Insured meaning:

- a. any person or organization listed in Item 1. of the Declarations, and any Company of which you own more than 50% as of the beginning of the Policy Period.
- b. any organization you newly acquire or form during the Policy Period, other than a partnership, joint venture or limited liability company, and of which you maintain ownership of more than 50%, will qualify to be a Named Insured. However:

- (1) coverage for such an organization under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the Policy Period, whichever is earlier;
- (2) coverage under this provision does not apply to any "bodily injury," "property damage," "personal injury" or "advertising injury" that occurred before you acquired or formed the organization; and
- (3) coverage under this provision applies only if the organization is insured under one or more of the policies listed in the Schedule of Underlying Insurance, and then for no broader coverage than is provided for that organization under such underlying policies.

- 2. If you are an individual:

- a. you and your spouse, but only with respect to the conduct of a business of which you are the sole owner as of the beginning of the Policy Period.
- b. any person or organization having proper temporary custody of your property if you die, but only:
 - (1) with respect to liability arising out of the maintenance or use of that property; and

- (2) until your legal representative has been appointed; and
- c. your legal representative if you die, but only with respect to duties as such. That representative will have all of your rights and duties under this insurance.
3. If you are a partnership or joint venture, your partners or members and their spouses, but only as respects the conduct of your business.
 4. If you are a limited liability company, your members and your managers, but only as respects the conduct of your business.
 5. If you are a trust, you are an "Insured." Your trustees are also "Insureds," but only with respect to their duties as your trustees.
 6. Any person or organization, other than a Named Insured, included as an additional "Insured" by virtue of an "insured contract" or a contract that includes an "insured contract," and to which coverage is provided by the "underlying insurance," but for no broader coverage under this Policy than the coverage the "underlying insurance" provides for such additional "Insured."
 7. Subject to 12., below, any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company) and any of your "employees," but only while acting within the scope of their duties as such. Your stockholders (if you are an organization other than a partnership, joint venture, or limited liability company) are also "Insureds," but only with respect to their liability as your stockholders. But no person or organization that is an "Insured" solely by virtue of this subparagraph is an "Insured" as respects any:
 - a. "bodily injury" or "property damage" arising out of the ownership, maintenance, use, or "loading or unloading" of any "auto," aircraft or watercraft.However, if valid "underlying insurance" affords such coverage for that person or organization, or would have afforded such coverage but for the exhaustion of underlying limits for "bodily injury" or "property damage," then, subject to all the other terms and conditions of our Policy, that person or organization is also an "Insured" under our Policy as respects a. In that case, the coverage our Policy provides that person or organization for a. will follow the provisions, exclusions, and limitations of, and be no broader than, the coverage that "underlying insurance" provides that person or organization for a.
 8. Subject to 12., below your "volunteer workers," but only while performing duties related to the conduct of your business.
 9. Any person or organization, other than one of your "employees," while acting as your real estate manager.
 10. Any person or organization (other than your partners, "executive officers," directors, stockholders or "employees") with respect to any "auto" owned by you, loaned to you, or hired by you or on your behalf, and used by that person or organization with your permission. But no person or organization that is an "Insured" solely by virtue of this subparagraph is an "Insured" as respects using an "auto" while working in a business that sells, services, repairs, or parks "autos" unless you are in that business.
 11. No person or organization is an "Insured" with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations or unless added via endorsement to this Policy.

12. None of your "employees" or "volunteer workers" is an "Insured" as respects any:

a. "Bodily injury," "personal injury" or "advertising injury":

- (1) to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (2) to the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph a. (1) above;
- (3) for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a.(1) or a.(2) above; or

b. "Property damage" to property:

- (1) owned, occupied, or used by,
- (2) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees" or "volunteer workers," any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

K. "Insured contract" means:

- 1. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you, or while temporarily occupied by you with permission of the owner, is not an "insured contract";
- 2. a sidetrack agreement;
- 3. any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- 4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- 5. an elevator maintenance agreement;
- 6. that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage," "personal injury" or "advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph 6. does not include that part of any contract or agreement:

- a. that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - b. that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (1) preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - c. under which the "Insured," if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the "Insured's" rendering or failure to render professional services, including those listed in **b.** above and supervisory, inspection, architectural or engineering activities.
- L.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."
- M.** "Loading or unloading" means the handling of property:
- 1. after it is removed from the place where it is accepted for movement into or onto an aircraft, watercraft, or "auto";
 - 2. while it is in or on an aircraft, watercraft, or "auto";
 - 3. while it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered.
- However, "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft, or "auto."
- N.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- 1. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. vehicles maintained for use solely on or next to premises you own or rent;
 - 3. vehicles that travel on crawler treads;
 - 4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. power cranes, shovels, loaders, diggers or drills; or
 - b. road construction or resurfacing equipment such as graders, scrapers or rollers;
 - 5. vehicles not described in paragraphs **1.**, **2.**, **3.**, or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- a. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. cherry pickers and similar devices used to raise or lower workers;
6. vehicles not described in 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. equipment designed primarily for:
 - (1) snow removal;
 - (2) road maintenance, but not construction or resurfacing; or
 - (3) street cleaning;
- b. cherry pickers and similar devices mounted on auto or truck chassis and used to raise or lower workers; and
- c. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos."

O. "Occurrence" means:

- 1. as respects "bodily injury" or "property damage," an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to substantially the same general harmful conditions will be deemed to arise out of one "Occurrence";
- 2. as respects "personal injury," an offense, arising out of your business, that results in "personal injury," but only if that offense is committed during the Policy Period. All "personal injury" that arises from the same offense, or from repeated or related offenses, will be considered as arising out of one and the same "occurrence," regardless of the frequency or repetition thereof, the number or kinds of media, or the number of people or organizations making "claims" or bringing "suits";
- 3. as respects "advertising injury," an offense, committed in the course of advertising your goods, products and services, that results in "advertising injury," but only if that offense is committed during the Policy Period. All "advertising injury" that arises from the same offense, or from repeated or related offenses, will be considered as arising out of one and the same "occurrence," regardless of the frequency or repetition thereof, the number or kinds of media used, or the number of people or organizations making "claims" or bringing "suits."

P. "Personal injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses committed during the Policy Period:

- 1. false arrest, detention or imprisonment;

2. malicious prosecution;
3. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. oral, or written publication, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. oral or written publication, in any manner, that violates a person's right of privacy.

"Personal injury" does not include "advertising injury."

Q. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

R. "Pollution cost or expense" means any loss, cost or expense arising out of any:

1. request, demand, order or statutory or regulatory requirement that any "Insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, abate, or in any way respond to or assess the effects of, any "pollutant"; or
2. "claim" or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, abating, or in any way responding to or assessing the effects of, any "pollutant."

S. "Products-completed operations hazard":

1. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - a. products that are still in your physical possession; or
 - b. work that has not yet been completed or abandoned.

"Your work" will be deemed completed at the earliest of the following times:

- (1) when all of the work called for in your contract has been completed.
- (2) when all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (3) when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

2. Does not include "bodily injury" or "property damage" arising out of:
 - a. the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any "Insured";

b. the existence of tools, uninstalled equipment or abandoned or unused materials.

T. "Property damage" means:

1. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
2. loss of use of tangible property that is not physically injured. All such loss will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

U. "Self-Insured Retention" means the dollar amount listed in Item 5. of the Declarations that will be paid by the "Insured" before this insurance becomes applicable, with respect to "occurrences" or offenses not covered by "underlying insurance." The "Self-Insured Retention" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits of the "underlying insurance."

V. "Suit" means a civil proceeding which seeks monetary damages because of "bodily injury," "property damage," "personal injury," or "advertising injury" to which this insurance applies. "Suit" includes:

1. an arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
2. any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

W. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

X. "Underlying insurance" means the insurance coverage provided under policies shown in the Schedule of Underlying Insurance, or any additional policies agreed to by us in writing. It includes any policy issued to replace one of those policies during the term of this insurance that provides:

1. at least the same policy limits; and
2. insurance for the same hazards, except as to any modifications which are agreed to by us in writing.

"Underlying insurance" does not include any insurance policy specifically purchased to apply only in excess of this Policy.

Y. "Volunteer worker" means a person who is not your "employee," and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary, or other compensation by you or anyone else for their work performed for you.

Z. "Your product" means:

1. any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. you;

- b. others trading under your name; or
 - c. a person or organization whose business or assets you have acquired; and
2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
2. the providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

AA. "Your work" means:

1. work or operations performed by you or on your behalf; and
2. materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
2. the providing of or failure to provide warnings or instructions.

VI. CONDITIONS

A. Appeals

If the "Insured" or an "Insured's" underlying insurers do not appeal an award or judgment in excess of the "retained limit," we have the right to make such an appeal. Whether or not we elect to appeal, and regardless of the result of any appeal we elect to make, the amount we pay in connection with such an award or judgment will not exceed our applicable Limit of Insurance, as stated in Item 4. of the Declarations plus expenses we incur in the defense of the "suit."

B. Audit

We may audit and examine your books and records as they relate to this Policy or the premium to be charged, at any time during the Policy Period of this Policy and for up to three years after the end of that Policy Period.

C. Bankruptcy or Insolvency

The bankruptcy, insolvency or inability to pay of any "Insured," or the bankruptcy, insolvency or inability to pay of any of the Underlying Insurers, will not relieve us from the payment of any "claim" or "suit" covered by this Policy. Under no circumstances will any such bankruptcy, insolvency or inability to pay require us to drop down and replace the "retained limit" or to bear or assume any obligation within the "retained limit."

D. Cancellation

1. You may cancel this Policy before the end of the Policy Period. To do so, you must mail or deliver advance written notice to us stating the day and hour the cancellation takes effect.
2. We may cancel this Policy before the end of the Policy Period. If we cancel because of nonpayment of premium, we must mail or deliver advance written notice to you stating when, not less than ten (10) days thereafter, the cancellation takes effect. If we cancel for any other reason, we must mail or deliver advance written notice to you stating when, not less than thirty (30) days thereafter, the cancellation takes effect. Mailing that notice to you at your mailing address shown in Item 1. of the Declarations will be sufficient notice of cancellation, and proof of such mailing will be sufficient proof of notice.
3. If you or we cancel, the Policy Period ends when the cancellation takes effect.
4. If we cancel, final premium will be calculated pro rata based on the time this Policy was in force. Final premium will not be less than the Minimum Premium shown in Item 3. of the Declarations.
5. If you cancel, final premium may be more than pro rata; it will be based on the time this Policy was in force and may be increased by our short rate cancellation table and procedure. Final premium will not be less than the Minimum Premium shown in Item 3. of the Declarations.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.
7. The first Named Insured in Item 1. of the Declarations will act on behalf of all other "Insureds" with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this Policy.
8. Any of these provisions that conflicts with an applicable law that controls the cancellation of this Policy is changed by this statement to comply with the minimum mandatory requirements of that law.

E. Changes

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in Item 1. of the Declarations is authorized to act on behalf of all Insureds in making or agreeing to changes in the terms of this Policy, but only with our consent. Notice to our agent, or knowledge possessed by our agent or any other person, will not effect a waiver or a change in any part of this Policy. This Policy can be changed only by a written endorsement we issue that becomes a part of this Policy and that is signed by one of our authorized representatives.

F. Duties in The Event of An "Occurrence," "Claim" Or "Suit"

1. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a "claim" or "suit" involving this Policy. To the extent possible, such notice should include:
 - a. how, when and where the "occurrence" took place;

- b. the names and addresses of any injured person and witnesses;
 - c. the nature and location of any injury or damage arising out of the "occurrence."
- 2. If a "claim" or "suit" against any "Insured" is reasonably likely to involve this Policy you must notify us in writing as soon as practicable.
- 3. You and any other involved "Insured" must:
 - a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - b. authorize us to obtain records and other information;
 - c. cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; and
 - d. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the "Insured" because of injury or damage to which this insurance may also apply.
- 4. No "Insured" will voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent, except at their own cost.

G. Inspection

We have the right, but are not obligated, to inspect the premises and operations of any "Insured" at any time. Our inspections are not safety inspections. They relate only to the insurability of the premises and operations of the "Insured" and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While such inspections may help reduce losses, we do not undertake to perform the duty of any person or organization to provide for the health or safety of any employees or the public. We do not warrant that the premises or operations of any "Insured" are safe or healthful or that they comply with laws, regulations, codes or standards.

H. Legal Actions Against Us

There will be no right of action against us under this Policy unless:

- 1. you and any other involved "Insured" have complied with all the terms of this Policy; and
- 2. the amount you owe has been determined, either by settlement with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a party in an action against you to determine your liability.

I. Knowledge of "Occurrence"

Knowledge of any "occurrence," "claim," or "suit" by any agent, servant, or employee of the "Insured" does not in and of itself constitute knowledge by the "Insured" unless notice of such "occurrence," "claim," or "suit" has been received by an officer, manager, risk manager, authorized employee, or partner of a Named Insured.

J. Maintenance of "Underlying Insurance"

During the period of this Policy, you agree:

1. to keep the policies listed in the Schedule of Underlying Insurance in full force and effect;
2. that no renewal or replacement of any policy listed in the Schedule of Underlying Insurance will be more restrictive in coverage than the policy it renews or replaces;
3. that the Limits of Insurance of the policies listed in the Schedule of Underlying Insurance will be maintained except for any reduction or exhaustion of aggregate limits by actual payment of "claims" or "suits" for "occurrences" covered by "underlying insurance"; and
4. that the terms, conditions and endorsements of the policies listed in the Schedule of Underlying Insurance will not change during the Policy Period of this Policy in any way that:
 - a. increases the coverage afforded under this Policy; or
 - b. causes the applicable Limits of Insurance of the policies listed in the Schedule of Underlying Insurance or of other insurance providing coverage to the "Insured" to be reduced or exhausted at an earlier time than they would have been reduced or exhausted in the absence of such change.

If you fail to comply with any one or more of these requirements, we will be liable only to the same extent we would have been had you fully complied with all of these requirements.

K. Nonrenewal

If we decide not to renew this Policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the end of the Policy Period. If notice is mailed, proof of mailing will be sufficient proof of notice.

L. Other Insurance

If other insurance applies to a liability that is also covered by this Policy, this Policy will apply only in excess of the applicable limits of that other insurance. Nothing in this provision will be construed to make this Policy subject to the terms, conditions and limitations of such other insurance. However, this provision will not apply if the other insurance is specifically written to apply only in excess of the applicable Limits of Liability of this Policy.

M. Policy Period

Subject to Condition **D. Cancellation**, the Policy Period of this Policy:

1. begins at the date and time shown as From; and
2. ends at the date and time shown as To;

in Item 2. of the Declarations.

N. Premium

The first Named Insured designated in Item 1. of the **Declarations** will be responsible for payment of all premiums when due.

The premium for this Policy will be computed on the basis set forth in Item 3. of the

Declarations. At the beginning of the Policy Period, you must pay us the Advance Premium shown in Item 3. of the Declarations.

When this Policy expires or if it is canceled, we will compute the earned premium for the time this Policy was in force. If this Policy is subject to audit adjustment, the actual exposure basis will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you. But in any event we will retain the Minimum Premium as shown in Item 3. of the Declarations for each twelve months of our Policy Period.

O. Separation of Insureds

Except with respect to our Limits of Insurance and any rights or duties specifically assigned to the first Named Insured designated in Item 1. of the Declarations, this insurance applies:

1. as if each Named Insured were the only Named Insured; and
2. separately to each "Insured" against whom "claim" is made or "suit" brought.

P. Trade Sanctions

This Policy is void from its inception as respects any Policy term or condition that violates any law or regulation of the United States of America (U.S.) concerning economic and trade embargoes including, but not limited to, such laws or regulations respecting any of the following:

1. any "Insured," or any person or entity claiming the benefits of an "Insured," who is or becomes a "Specially Designated National" or "Blocked Person" who is otherwise subject to the economic sanctions of the U.S.;
2. any "claim" or "suit" that is brought in a "Sanctioned Country" or by the government of a "Sanctioned Country," where any action in connection with such "claim" or "suit" is prohibited by U.S. economic or trade sanctions;
3. any "claim" or "suit" that is brought by any "Specially Designated National," "Blocked Person," or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
4. property that is located in a "Sanctioned Country" or that is owned by, rented to or in the care, custody or control of a "Sanctioned Country" government, where any activities related to such property are prohibited by U.S. economic or trade sanctions;
5. property that is owned by, rented to or in the care, custody, or control of a "Specially Designated National," "Blocked Person," or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this Policy a "Specially Designated National" or "Blocked Person" is any person or entity that is on the list of "Specially Designated Nationals" and "Blocked Persons" issued by the United States Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be amended from time to time.

As used in this Policy a "Sanctioned Country" is any country that is the subject of trade or economic embargoes imposed by the laws of the U.S.

Q. Transfer of Rights of Recovery Against Others to Us

If any "Insured" has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. The "Insured" must do nothing after loss to impair those rights and must help us enforce them. At our request, the "Insured" will bring "suit" or transfer those rights to us and help us enforce them.

Any recoveries will be applied as follows:

1. any interests, including the "Insured," that have paid an amount in excess of our payment under this Policy will be reimbursed first;
2. we then will be reimbursed up to the amount we have paid; and
3. lastly, any interests, including the "Insured," over which our insurance is excess, are entitled to claim the residue.

Expenses incurred in the exercise of rights of recovery will be apportioned between the interests, including the "Insured," in the ratio of their respective recoveries as finally settled.

R. Terms Conformed to Statute

The terms of this Policy which are in conflict with the statutes of the state where this Policy is issued are amended to conform to the minimum mandatory requirements of such statutes.

If we are prevented by law or statute from paying on behalf of an "Insured," then we will, where permitted by law or statute, indemnify the "Insured" for those sums in excess of the "retained limit."

S. Titles and Headings

Headings and titles contained in this Policy are for purposes of organization and reference only. They do not, and shall not be deemed to, control or affect the meaning or construction of any provision of this Policy.

T. Transfer of Your Rights And Duties

No "Insured" may transfer any of its rights or duties under this Policy without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first Named Insured designated in Item 1. of the Declarations and mailed to the address shown in this Policy will be sufficient notice to effect cancellation of this Policy, even if you have died or been legally declared bankrupt.

U. Unintentional Failure to Disclose Hazards

An "Insured's" failure to disclose all hazards existing as of the inception date of this Policy will not prejudice that "Insured's" insurance with respect to the coverage afforded by this Policy, provided such failure is both:

- a. not intentional on the part of that "Insured" and

b. reported to us as soon as practicable after its discovery by any Named Insured.

V. When Loss Is Payable

Coverage under this Policy does not apply unless and until the "Insured" or its underlying insurer is obligated to pay the "retained limit."

When the amount of loss has finally been determined, we will promptly pay on behalf of the "Insured" the amount of loss covered under the terms of this Policy.

We may, at our sole discretion, advance on behalf of an "Insured" sums within the "Self-Insured Retention" in order to effect settlement of a "claim" or "suit." If we do so, you will promptly reimburse us for any such amount we advance on behalf of any "Insured."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CORPORAL PUNISHMENT EXCLUSION

The following exclusion is added to Section **IV - EXCLUSIONS**:

Any liability arising out of or in any way connected to any corporal punishment administered to any pupil or student by or at the direction of any "Insured".

This Endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following is added to Section **V - DEFINITIONS**:

The term "spouse" is defined as a spouse or registered domestic partner under California law.

Section **VI - CONDITIONS D. Cancellation** is deleted and replaced by the following:

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:
 - a. 10 days before the effective date of cancellation if we cancel for:
 - (1) Nonpayment of premium; or
 - (2) Discovery of fraud by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the Minimum Premium as shown in Item 3. of the Declarations.
5. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure. Final premium will not be less than the Minimum Premium as shown in Item 3. of the Declarations.

6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.
7. The first Named Insured in Item 1. of the Declarations will act on behalf of all other Insureds with respect to the giving and receiving notice of cancellation and the receipt of any refund that may become payable under this policy.
8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.
9. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:
 - (a) Nonpayment of premium, including payment due on a prior policy the company issued and due during the current policy term covering the same risks.
 - (b) Discovery of fraud or material misrepresentation by:
 - (1) Any insured or his or her representative in obtaining this insurance; or
 - (2) You or your representative in pursuing a claim under this policy.
 - (c) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
 - (d) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
 - (e) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
 - (f) A determination by the Commissioner of Insurance that the:
 - (1) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (2) Continuation of the policy coverage would:
 - (a) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (b) Threaten our solvency.
 - (g) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
10. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

- a. 10 days before the effective date of cancellation if we cancel for:
 - (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
 - (2) Discovery of fraud by:
 - (a) Any Insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
- b. 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 9.

The following **CONDITION** is added and supersedes any provision to the contrary:

Nonrenewal

- 1. If we decide not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured and to the producer of record, at least:
 - a. 60 days, but not more than 120 days, before the expiration or anniversary date, if the aggregate policy premium is \$10,000 or less.
- 2. We will mail or deliver notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.
- 3. We are not required to send notice of nonrenewal in the following situations:
 - a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.
 - b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph 1.
 - c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
 - d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
 - e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
 - f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph 1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

This endorsement does not change any other provision of the policy.

In Witness Clause

In Witness Whereof, we have caused this Policy to be executed and attested, and, if required by state law, this Policy shall not be valid unless countersigned by our authorized representative.



President



Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED

The Named Insured listed in Item 1 of the Declarations is changed to the following:

ELITE ACADEMIC ACADEMY CHARTER SCHOOLS
ELITE ACADEMIC ACADEMY - MOUNTAIN EMPIRE
ELITE ACADEMIC ACADEMY - LUCERNE
PRIME EDUCATIONAL SOLUTIONS

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL LIABILITY COVERAGE - FOLLOWING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

When Professional Liability Coverage is listed in the Schedule of Underlying Insurance, this policy is modified as follows, but only when this policy is excess of the retained limit for that Professional Liability Coverage:

Section I. COVERAGE, paragraphs **A.** and **B.** of the **COMMERCIAL UMBRELLA COVERAGE FORM** are deleted and replaced with the following:

- A.** We will pay on behalf of the "Insured" those sums in excess of the retained limit that the "Insured" becomes legally obligated to pay as damages, by reason of liability imposed by law or assumed by the "Insured" under an "insured contract," because of any act, error, or omission of the "Insured" arising out of the "Insured's" rendering or failure to render "professional services" to which this insurance applies.

If we are prevented by law or statute from paying such sums on behalf of the "Insured," then we will indemnify the "Insured" for them. The amount we will pay for damages is limited as described below in **Section II. LIMITS OF INSURANCE**.

- B.** This policy follows form to the remaining sections of the "underlying insurance" that provides coverage for any act, error, or omission of the "Insured" arising out of the "Insured's" rendering or failure to render "professional services" under **Section I - PROFESSIONAL LIABILITY COVERAGE**.

Section II. LIMITS OF INSURANCE, paragraphs **B.** and **C.** of the **COMMERCIAL UMBRELLA COVERAGE FORM** are deleted and replaced with the following:

- B.** The General Aggregate Limit is the most we will pay for all damages covered under the Insuring Agreement in Section I., except:
 - 1. damages included within the "products completed operations hazard"; and
 - 2. coverage included in the policies listed in the Schedule of Underlying Insurance to which no underlying aggregate limit applies.
- C.** The amount stated in the Declarations as the General Aggregate Limit is the most we will pay for all damages arising out of any "bodily injury", "property damage", "personal injury", "advertising injury", "abuse", any act, error, or omission of the "Insured" arising out of the "Insured's" rendering or failure to render "professional services"; or any act, error or omission of the "Insured" negligently committed in the "administration" of your "employee benefit program". The General Aggregate Limit applies separately and in the same manner as the aggregate limits in the "underlying insurance."

Section V. DEFINITIONS, paragraphs **E.** and **V.** of the **COMMERCIAL UMBRELLA COVERAGE FORM** are deleted and replaced with the following:

- E.** "Claim" means a demand, made under an assertion of legal right, for money as compensation for "bodily injury", "property damage", "personal injury", "advertising injury", "abuse", any act, error, or omission of the "Insured" arising out of the "Insured's" rendering or failure to render "professional services"; or any act, error or omission of the "Insured" negligently committed in the "administration" or your "employee benefit program" "Claim" includes "suit."
- V.** "Suit" means a civil proceeding which seeks monetary damages because of "bodily injury", "property damage", "personal injury", "advertising injury", "abuse", any act, error, or omission of the "Insured" arising out of the "Insured's" rendering or failure to render "professional services"; or any act, error or omission of the "Insured" negligently committed in the "administration" or your "employee benefit program" Suit includes:
1. an arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 2. any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

The following is added to Section V. DEFINITIONS:

"Professional Services" means "professional services" as defined in the "underlying insurance" that provides "professional services" coverage.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVERTISING INJURY - FOLLOWING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following exclusion is added to Section **IV. EXCLUSIONS, AA. Following Form:**

Any liability imposed by law, or assumed by any "Insured" under an "insured contract," because of "advertising injury".

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY - FOLLOWING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following exclusion is added to Section **IV - EXCLUSIONS, AA. Following Form:**

Any liability imposed by law, or assumed by any "Insured" under an "insured contract," because of "personal injury".

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFIT LIABILITY - FOLLOWING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following exclusion is added to Section **IV - EXCLUSIONS, AA. Following Form:**

Any actual or alleged act, error, or omission in the administration of any "Insured's" Employee Benefit Programs.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHOOLS OR COLLEGES LIMITATION (ATHLETICS - FOLLOW FORM)

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following exclusion is added to Section **IV - EXCLUSIONS, AA. Following Form:**

Any liability arising out of:

1. any actual or alleged act, error or omission by any member of the faculty or teaching staff of any school or college;
2. the rendering of or failure to render:
 - a. any medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. any cosmetic or tonsorial service or treatment;
 - c. any massage, physiotherapy, chiropody service or treatment;
 - d. any hearing aid, optical or optometrical service or treatment;
 - e. any health or therapeutic service, treatment, advice or instruction; or
 - f. any service, treatment, advice or instruction for the purpose of appearance or skin enhancement hair removal replacement or personal grooming;
3. the furnishing, applying, injecting or dispensing of drugs, or medical, dental or surgical supplies or appliances;
4. the handling or the treatment of dead bodies, including autopsies, organ donations or other procedures;
5. the activities of any player, coach, manager, assistant coach, assistant manager, or any person under contract to any "Insured," while engaged in any game or contest or practice or in the course of travel to or from any destination for the purpose of practicing for or participating in any game or contest, whether regularly scheduled, exhibition, or post-season.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI, MOLD OR SPORES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following is added to **Section IV - EXCLUSIONS**:

Any and all liability of any nature, including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, consultants or medical personnel, arising out of, caused by, resulting from, contributed to, aggravated by or related in any way, either directly or indirectly, and either in whole or in part, to:

1. Any actual, alleged or threatened exposure to, existence of, presence of, ingestion of, inhalation of or contact with any "fungi," mold or "spores," whether or not occurring alone, in combination with, before, after or concurrently with any other cause, contributing condition or circumstance, or aggravating factor, whether manmade, natural or any combination of manmade or natural.
2. Any request, demand, or order that any "Insured" or others test for, monitor, clean up, remove, contain, make repairs, treat, decontaminate, detoxify, neutralize, abate, or in any way respond to or assess any effects of any "fungi," mold or "spores." This includes, but is not limited to, any demand, directive, complaint, suit, order or request by any governmental or non-governmental entity or by any organization, person or group of persons.
3. Steps taken or amounts incurred by any governmental or non-governmental entity or by any organization, person or group of persons to test for, monitor, clean up, remove, contain, repair, treat, decontaminate, detoxify, neutralize, abate, or in any way respond to or assess any effects of any "fungi," mold or "spores."

This exclusion applies regardless of whether or not the "fungi," mold or "spores," or any of their effects, were sudden, accidental, gradual, intended, expected, unexpected, preventable, not preventable, manmade, naturally occurring, or any combination of the foregoing.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

As used in this exclusion:

"Fungi" include, but are not limited to, any of a major group of saprophytic and parasitic spore-producing organisms usually classified as plants that lack chlorophyll including, but not limited to, molds, rusts, mildews, smuts, mushrooms, and yeasts, and any toxins, mycotoxins, "spores," scents, waste products or by-products produced or released by "fungi," mold or "spores," or by the metabolism, death or decay of any "fungi," mold or "spores."

"Spores" include, but are not limited to, any reproductive body produced by or arising out of any "fungi."

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA
EXCESS LIABILITY

The following is added to **SECTION II. LIMITS OF INSURANCE:**

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. the act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF PUNITIVE DAMAGES RELATED TO A
CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA
EXCESS LIABILITY

The following exclusion is hereby added:

A. This insurance does not apply to:

Terrorism Punitive Damages

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable and includes but is not limited to "bodily injury," "property damage," "personal and advertising injury," "loss," "injury" or "environmental damage" as may be defined in any applicable Coverage Part or "underlying insurance."
2. **"Certified act of terrorism"** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. the act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA
EXCESS LIABILITY

Schedule*

Terrorism Premium (Certified Acts) \$ 0 . 00

* Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals eighty percent (80%) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ORGANIC PATHOGENS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following is added to **SECTION IV. EXCLUSIONS:**

Organic Pathogens

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual, alleged or threatened infectious, pathogenic, toxic or other harmful properties of any "organic pathogen."
2. Any loss, cost or expense arising out of any:
 - a. request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any "organic pathogen," or
 - b. "claim" or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of any "organic pathogen."

The following definition is added to **SECTION V. DEFINITIONS:**

"Organic pathogen" means any:

1. Bacteria; mildew, mold or other fungi; other microorganisms; or mycotoxins, spores or other by-products of any of the foregoing;
2. Viruses or other pathogens (whether or not a microorganism); or
3. Colony or group of any of the foregoing.

All other terms and conditions of the Policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR RELATED DUST EXCLUSION

The following exclusion is added to **SECTION IV - EXCLUSIONS:**

Any and all liability of any nature, including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, consultants or medical personnel, arising out of, caused by, resulting from, contributed to, aggravated by or related in any way, either directly or indirectly, and either in whole or in part, to:

1. Any actual, alleged or threatened exposure to, existence of, presence of, ingestion of, inhalation of or contact with "silica" or dust that includes or contains "silica," whether or not occurring alone, in combination with, before, after, or concurrently with any other cause, contributing condition or circumstance, or aggravating factor, whether manmade, natural, or any combination of manmade or natural.
2. Any request, demand, or order that any "Insured" or others test for, monitor, clean up, remove, contain, make repairs, treat, decontaminate, detoxify, neutralize, abate, or in any way respond to or assess any effects of "silica" or dust that includes or contains "sili-

ca." This includes, but is not limited to, any demand, directive, complaint, suit, order or request by any governmental or non-governmental entity or by any organization, person or group of persons.

3. Steps taken or amounts incurred by any governmental or non-governmental entity or by any organization, person or group of persons to test for, monitor, clean up, remove, contain, repair, treat, decontaminate, detoxify, neutralize, abate, or in any way respond to or assess any effects of "silica" or dust that includes or contains "silica."

This exclusion applies regardless of whether or not the "silica" or dust that includes or contains "silica," or any of their effects, were sudden, accidental, gradual, intended, expected, unexpected, preventable, not preventable, manmade, naturally occurring, or any combination of the foregoing.

As used in this exclusion:

"Silica" means silicon dioxide (SiO₂) in any form, from any source.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR, BIOLOGICAL, OR CHEMICAL EXCLUSION

The following exclusion is added to **Section IV - EXCLUSIONS**:

Any and all liability of any nature, including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, consultants or medical personnel, arising out of, caused by, resulting from, contributed to, aggravated by or related in any way, either directly or indirectly, and either in whole or in part, to:

1. Any actual, attempted, suspected, or threatened use of any "NBC material" as part of any plan, effort, or design, actually or apparently intended to cause any:

(a) loss or damage to any tangible or intangible property, or

(b) bodily injury, physical injury, sickness, or disease, including death of a person, or

(c) mental injury, mental anguish, emotional distress, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

2. Any actual, attempted, suspected, or threatened presence, spread, dissemination, release, escape, or distribution of any "NBC material" as a direct or indirect result of any actual, attempted, suspected, or threatened plan, effort, or design, actually or apparently intended to cause any:

(a) loss or damage to any tangible or intangible property, or

(b) bodily injury, physical injury, sickness, or disease, including death of a person, or

(c) mental injury, mental anguish, emotional distress, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

3. Any request, demand, or order that any "Insured" or others test for, monitor, clean up, remove, contain, make repairs, treat, decontaminate, detoxify, neutralize, abate, or in any way respond to or assess any effects of "NBC material." This includes, but is not limited to, any demand, directive, complaint, suit, order or request by any governmental or non-governmental entity or by any organization, person or group of persons.

4. Steps taken or amounts incurred by any governmental or non-governmental entity or by any organization, person or group of persons to test for, monitor, clean up, remove, contain, repair, treat, decontaminate, detoxify, neutralize, abate, or in any way respond to or assess any effects of "NBC material."

This exclusion applies regardless of whether or not the "NBC material," or any of their effects, were sudden, accidental, gradual, intended, expected, unexpected, preventable, not preventable, manmade, naturally occurring, or any combination of the foregoing.

As used in this exclusion:

"NBC material" means any nuclear, biological, or chemical material or substance that causes damage to property or is harmful to human health. "NBC material" includes, but is not limited to:

1. any radioactive substance or material, and the radiation it releases,

2. any pathogen, bacterium, microbe, virus, or other organism,

3. any substance or material produced by or from any pathogen, bacterium, microbe, virus, or other organism, and
4. any poison, toxin, or other harmful chemical, substance, or material.

The foregoing list 1. through 4. is only illustrative, and should not be construed as a complete, exclusive, or exhaustive list of all "NBC materials."

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

SECTION IV. EXCLUSIONS, N. Infringement of Copyright, Patent, Trademark or Trade Secret is replaced by the following:

- N.** "Personal injury" or "advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement."

However, this exclusion does not apply to infringement, in your "advertisement," of copyright, trade dress or slogan.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION COVERAGE - FOLLOWING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

When Abuse or Molestation Coverage is listed in the Schedule of Underlying Insurance, this policy is modified as follows, but only when this policy is excess of the retained limit for that Abuse or Molestation Coverage:

Section I. COVERAGE, paragraphs **A.** and **B.** of the **COMMERCIAL UMBRELLA COVERAGE FORM** are deleted and replaced with the following:

- A.** We will pay on behalf of the "Insured" those sums in excess of the retained limit that the "Insured" becomes legally obligated to pay as damages, by reason of liability imposed by law or assumed by the "Insured" under an "insured contract," because of "abuse" to which this insurance applies.

If we are prevented by law or statute from paying such sums on behalf of the "Insured," then we will indemnify the "Insured" for them. The amount we will pay for damages is limited as described below in **Section II. LIMITS OF INSURANCE**.

- B.** This policy follows form to the remaining sections of the "underlying insurance" that provides "abuse" coverage under **Section I. ABUSE OR MOLESTATION COVERAGE**.

Section II. LIMITS OF INSURANCE, paragraphs **B.** and **C.** of the **COMMERCIAL UMBRELLA COVERAGE FORM** are deleted and replaced with the following:

- B.** The General Aggregate Limit is the most we will pay for all damages covered under the Insuring Agreement in Section I., except:

- 1. damages included within the "products completed operations hazard"; and
- 2. coverage included in the policies listed in the Schedule of Underlying Insurance to which no underlying aggregate limit applies.

- C.** The amount stated in the Declarations as the General Aggregate Limit is the most we will pay for all damages arising out of any "bodily injury", "property damage", "personal injury", "advertising injury", "abuse", any act, error, or omission of the "Insured" arising out of the "Insured's" rendering or failure to render "professional services"; or any act, error or omission of the "Insured" negligently committed in the "administration" of your "employee benefit program." The General Aggregate Limit applies separately and in the same manner as the aggregate limits in the "underlying insurance."

Section V. DEFINITIONS, paragraphs **E.** and **V.** of the **COMMERCIAL UMBRELLA COVERAGE FORM** are deleted and replaced with the following:

- E.** "Claim" means a demand, made under an assertion of legal right, for money as compensation for "bodily injury", "property damage", "personal injury", "advertising injury", "abuse", any act, error, or omission of the "Insured" arising out of the "Insured's" rendering or failure to render "professional services"; or any act, error or omission of the "Insured" negligently committed in the "administration" of your "employee benefit program" "Claim" includes "suit."
- V.** "Suit" means a civil proceeding which seeks monetary damages because of "bodily injury", "property damage", "personal injury", "advertising injury", "abuse", any act, error, or omission of the "Insured" arising out of the "Insured's" rendering or failure to render "professional services"; or any act, error or omission of the "Insured" negligently committed in the "administration" of your "employee benefit program" Suit includes:
1. an arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 2. any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

The following is added to Section V. DEFINITIONS:

"Abuse" means "abuse" as defined in the "underlying insurance" that provides "abuse" coverage.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY - WITH LIMITED
BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

Exclusion **J.** under Section **IV. EXCLUSIONS** is replaced by the following:

IV. Exclusions

This insurance does not apply to:

J. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

1. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
2. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **1.** or **2.** above.

However, unless Paragraph **1.** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

This endorsement does not change any other provision of the policy.

MARSH & MCLENNAN AGENCY, LLC

9171 TOWNE CENTRE DR 100

SAN DIEGO, CA 92122 6231

Policyholder Notice Regarding Claims

Claims Handling Procedures

An important value of your insurance coverage is the insurer's ability and reputation for responding and handling a claim. Great American's Property & Inland Marine's Division is dedicated to offering excellent claims service to insureds.

Notices of each incident, claim, or suit must be immediately sent to the address, fax or email listed below.

Claims Mailing Address

Great American Insurance Group
301 E. Fourth Street, 21st Floor
Cincinnati, OH 45202-4201
Toll-Free: 800-584-0835
Fax: 800-811-4751
pimclaims@gaig.com

Great American Insurance Group
Property & Inland Marine Claims
P.O. Box 5440
Cincinnati, OH 45201-5440

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5586-PIM (01/18)

Policy No. PAC 2465691 05

Effective Date of Change 10/13/2021

POLICY CHANGES

NAMED INSURED ELITE ACADEMIC ACADEMY
CHARTER SCHOOLS

AND ADDRESS: 43414 BUSINESS PARK DRIVE
TEMECULA, CA 92590

**THIS ENDORSEMENT
CHANGES THE POLICY.**

**PLEASE READ IT
CAREFULLY.**

POLICY ALTERNATE MAILING ADDRESS:

AGENT'S NAME AND ADDRESS:
MARSH & MCLENNAN AGENCY, LLC
9171 TOWNE CENTRE DR 100
SAN DIEGO, CA 92122 6231

Insurance is afforded by the Company named below, a Capital Stock Corporation:
GREAT AMERICAN ASSURANCE COMPANY

POLICY PERIOD: From 07/01/2021 To 07/01/2022
12:01 A.M. Standard Time at the address of the Named Insured

ADDITIONAL PREMIUM \$325.00

IT IS HEREBY UNDERSTOOD AND AGREED YOUR POLICY IS AMENDED AS FOLLOWS:

AMENDING THE EMPLOYEE DISHONESTY COVERAGE TO \$1,000,000 WITH \$5,000
DEDUCTIBLE.

ENDT #1

ANY AMENDED FORMS ATTACHED TO THIS CHANGE DISPLAY PREMIUMS FOR A FULL POLICY TERM.

Forms and Endorsement Activity

Agent Signature

Date



Resolution recognizing a state of emergency and authorizing teleconferenced meetings pursuant to AB 361

WHEREAS, in response to the novel coronavirus (“COVID-19”) pandemic, Governor Newsom adopted a series of Executive Orders allowing the legislative bodies of local governments to meet remotely via teleconference so long as other provisions of the Ralph M. Brown Act (“Brown Act”) were followed; and

WHEREAS, on Sept. 16, 2021, Governor Newsom signed AB 361, which immediately amended the Brown Act allowing governing boards to continue holding virtual meetings outside the teleconferencing requirements of Government Code section 54953(b), if the board makes a finding that there is a proclaimed State of Emergency, and either (1) state or local officials have imposed or recommended social distancing measures, or (2) meeting in person would present imminent risks to the health or safety of attendees due to the emergency; and

WHEREAS, on March 4, 2020, Governor Newsom declared a statewide emergency arising from COVID-19 pursuant to Government Code section 8625; and
WHEREAS, social distancing measures have been imposed to mitigate the spread of COVID-19; and

WHEREAS, the governing board of the Elite Academic Academy- Lucerne believes the spread of COVID-19 poses an imminent risk to the health and safety of in person meeting attendees; and WHEREAS, the governing board is committed to open and transparent governance in compliance with the Brown Act; and WHEREAS, the governing board is conducting virtual meetings by way of telephonic and/or internet-based services as to allow members of the public to fully participate in meetings and offer public comment.

NOW THEREFORE, BE IT RESOLVED, that the recitals set forth above are true and correct and fully incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED, that the governing board of the Elite Academic Academy-Lucerne recognizes that a State of Emergency in the State of California continues to exist due to the COVID-19 pandemic.

BE IT FURTHER RESOLVED, that the governing board recognizes that social distancing measures remain recommended by state and local officials.

BE IT FURTHER RESOLVED, that the governing board finds that holding in-person meetings would present imminent risks to the health or safety of attendees due to the cause of the State of Emergency and that the cause of the State of Emergency directly impacts the ability of the governing board members to meet safely in person. BE IT

FURTHER RESOLVED, the governing board of the Elite Academic Academy-Lucerne authorizes the use of teleconferencing for all meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act, for a period of thirty (30) days from the adoption of this resolution, or such a time that the Governing Board adopts a subsequent resolution in accordance with Government Code section 54953(e)(3).

Adopted this day of the month of in 2021.

Motion made by:

Second made by:

List members voting "aye:"

List members voting "no:"

List members abstaining:

List members

MATH PLACEMENT POLICY

Elite Academy Academy understands the importance of student achievement in all subject areas, including mathematics, as paramount to future success. Therefore, in compliance with Senate Bill No. 359, the California Mathematics Placement Act of 2015, EAA has created, implemented, and maintained a mathematics placement protocol for pupils entering grade 9 as to enact a fair and equitable mathematics placement policy for all students.

This protocol includes the following objectives, as laid out in Senate Bill No. 359, when considering student placement:

- Takes into account multiple objective academic measures of pupil performance;
- Uses scheduled assessments aligned to state content standards in mathematics;
- Hosts at least one checkpoint within the first month of the school year to ensure accurate placement and permit reevaluation of individual pupil progress;
- Hosts an annual examination of mathematics placement data
- Offers a clear and timely recourse for each pupil and their guardian who questions the pupil's placement;
- Offers regular evaluation of student progress

Families have the opportunity at any point to question the placement of their student(s). Concerns need be relayed to the family's supervising teacher.

Staff at Elite Academic Academy will review annual an aggregate of schoolwide data on math placement and compare placements schoolwide with placements of students in various racial/ethnic, gender, and socioeconomic groups in order to gauge whether or not pupils who are qualified to progress in mathematics courses are not being held back in a disproportionate manner.

Limitation on Use of Subjective Placement Measures

Subjective measures, such as placement recommendations, may not be considered in determining 9th grade mathematics placement. Recognizing that facilitators and counselors are often aware of students' talents and abilities that are not reflected in objective data, an exception to this prohibition may be made to advance a student to a higher mathematics class than objective data indicates.

This policy is in compliance with California Education Code 51224.7

https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB359



Suicide Prevention Policy

The Governing Board of Elite Academic Academy - Lucerne and Elite Academic Academy - Mountain Empire recognize that suicide is a leading cause of death among youth and that an even greater amount of youth consider (17 percent of high school students) and attempt suicide (over 8 percent of high school students) (Centers for Disease Control and Prevention, 2015).

Recognizing that it is the duty of the district and schools to protect the health, safety, and welfare of its students, this policy aims to safeguard students and staff against suicide attempts, deaths and other trauma associated with suicide, including ensuring adequate supports for students, staff, and families affected by suicide attempts and loss. Protecting the health and well-being of all students is of utmost importance to EAA. The EAA governing board has adopted a suicide prevention policy which is intended to protect all students through the following steps:

1. Comprehensive psychoeducation on suicide prevention, developed from best practices, will be provided to all EAA staff. All EAA staff will learn about current statistics on youth suicide, risk and protective factors, recognizing warning signs of suicide, how to respond, how to seek help for their student, and resources available via the school and in the community.
2. Comprehensive psychoeducation on suicide prevention, developed from current best practices, will be provided to all EAA parents/guardians and students in grades 7-12. Students in grades 7-12 and their families will learn about recognizing and responding to warning signs of suicide, using healthy coping skills, the importance of support systems, and seeking help for themselves and friends.

This information will be provided at the beginning of each school year. It is the responsibility of each student's parent or guardian to review this information with them. If parents or guardians

have any questions about the material, they can contact the school's appointed suicide prevention liaison:

Melissa Schulze, MSW, PPSC
School Social Worker
mschulze@eliteacademic.com
(866) 354-8302 ext 789

3. For students in grades TK/K-6, comprehensive psychoeducation on suicide prevention will be made available to families to address risk and protective factors, warning signs, how to seek help, and available resources. This information emphasizes protective factors families can promote, like being involved in children's lives by providing structure, guidance, and consistent, fair discipline, modeling and teaching healthy social and coping skills, strengthening protective factors, and promoting the students' ability to seek help from trusted adults.

This information will be provided at the beginning of each school year. It is the responsibility of each student's parent or guardian to review this information. If parents or guardians have any questions about the material, they can contact the school's appointed suicide prevention liaison:

Melissa Schulze, MSW, PPSC
School Social Worker
mschulze@eliteacademic.com
(866) 354-8302 ext 789

4. The school has designated a suicide prevention coordinator, the school social worker, to serve as a point of contact for school staff to communicate with when students are in crisis and are in need of referrals to the appropriate resources for support.

5. When a student is identified as being at risk, they will be assessed by a school employed mental health professional (school social worker or counselor) who will work with the student and help connect them to appropriate local resources.

6. Students will have access to short-term mental health counseling and case management support through EAA's social worker or counselor. Students also have access to national resources which they can contact for additional support and information, such as:

The National Suicide Prevention Lifeline – 1.800.273.8255
The Trevor Lifeline via the Trevor Project – 1.866.488.7386
Crisis Text Line, text START to 741-741
Know the Signs Webpage at [Suicideispreventable.org](https://www.suicideispreventable.org)

American Foundation for Suicide Prevention Website at <http://www.afsp.org/>
MY3 Website at <http://www.my3app.org/>

7. All students will be expected to help create a school culture of respect, empathy, and support in which students feel comfortable seeking help for themselves or friends. Students are encouraged to tell any staff member if they or a friend are feeling suicidal or in need of help.

8. Students should also know that because of the life or death nature of these matters, confidentiality or privacy concerns are secondary to seeking help for students in crisis.

9. For a more detailed review of the school policy, please see our full suicide prevention policy. This policy has been developed and adapted from the “Model School District Policy on Suicide Prevention,” which is a resource that outlines comprehensive model policies and best practices for schools to follow to protect the health and safety of all students. This resource was developed by examining strong local policies, ensuring that they are in line with the latest research in the field of suicide prevention, and identifying best practices for a national framework.

#BeElite

Elite Academic Academy

Suicide

Prevention, Intervention and Postvention Handbook



Last updated October 2021



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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, psychologists, 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 may include (but are not limited to) the following:

- Joking about suicide frequently
- Sharing strong feelings of guilt, shame, that people would be better off without them, or seeing no way out of their problems
- Suicide notes and **plans**
- Prior suicidal behavior and/or attempts
- Making final arrangements or giving away possessions
- Preoccupation with death
- Dramatic and/or sudden changes in behaviors, appearance, thoughts and/or feelings (particularly unusual social isolation from loved ones).

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.
- Inform the school counselor or school social worker immediately, or as soon as possible, of any concerns, reports, or behaviors 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:

- Respond to reports of students at risk for suicide immediately or as soon as possible.
- Respond to Securly alerts immediately or as soon as possible.



- Support and assist educational programs with guidance & risk assessments.
- Provide suicide prevention information and resources to all school staff, families, and students.

Prevention: Grades K-6

Suicide prevention for grades K-6 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.

- A. Promoting and reinforcing the development of desirable behaviors such as help seeking and self regulation behaviours and healthy problem-solving skills.
- B. Increasing staff and parent/guardian knowledge and awareness of risk factors and warning signs of suicide for all ages.
- 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.
- F. Promoting students’ ability to identify and turn to trusted adults.

Prevention: Grades 7-12

Suicide prevention for grades 7-12 also 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. Additionally, suicide prevention instruction shall be provided for all students in grades 7-12 to educate students on risk and protective factors, warning signs, how to get help for themselves or a friend, and the school and community resources available to them. Preventions include:

- G. Promoting and reinforcing the development of desirable behavior such as help seeking and self regulation behaviours and healthy problem-solving skills.
- H. Increasing staff, student and parent/guardian knowledge and awareness of risk factors and warning signs of youth suicide and self-injury through psychoeducation.
- I. Monitoring and being involved in young people’s lives by giving structure, guidance and consistent, fair discipline.
- J. Modeling and teaching desirable skills and behavior.
- K. Promoting access to school and community resources.
- L. Comprehensive psychoeducation on risk and protective factors, warning signs, and how to seek help.
- M. Promoting students’ ability to identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help, and reduce the stigma that may be associated with seeking services for mental health, substance abuse, and/or suicide prevention.



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 member 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.
 - i. If in San Diego county, ask for PERT (Psychiatric Emergency Response Team) when calling 911 or the local law enforcement agency. If they are not available, defer to standard 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, school social worker or the school counselor should meet with the student to complete a risk assessment using the Columbia



Suicide Severity Rating Scale (C-SSRS). Follow the directions on the C-SSRS, including asking the questions directly as printed.

- f. For assistance and consultation contact the school social worker or 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 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 social worker or counselor to determine appropriate actions based on level of risk (see Table 2 below).
2. If law enforcement determines that the student will be transported to an emergency mental health hospital, the school site administrator should immediately contact the student's legal parent/guardian to accompany the student and emergency services.
3. The Elite Director/Assistant Director, school social worker 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 recommendations for safety in the home (e.g, securing or removing firearms, medications, cleaning supplies, cutlery, razor blades, etc).
 - b. Providing school and/or local community mental health resources. Students 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, the parent/guardian 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, coping skills, and crisis supports; establish a follow-up and monitor, as needed.
Moderate or High Risk	Supervise student at all times (including restroom); if imminent risk, call local law enforcement, PERT, or 911, and parent/guardian to notify and coordinate; if not imminent, notify and hand off student to parent/guardian who commits to seek immediate mental health assessment; develop a safety plan that identifies caring adults, coping skills, and crisis supports; 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. School counselor or social worker will complete the Safety Plan with the student to identify caring adults in school, home, and community environment, identify helpful coping skills, and provide after hours resource numbers.
- b. Review safety plan with the parent/guardian and have the student, supporting Elite staff, and parent/guardian sign and date the plan.

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 county's 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 determined 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 services are provided.

H. Document All Actions

- a. Program director shall maintain confidential records and documentation of actions taken for each case.
- b. If the student is assessed by the program director, school psychologist, social worker, 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 student 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, in order to cope with psychological pain. 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 exhibit self-injurious behaviors for suicidal ideation.

A. Indicators of Self-Injury

- Frequent or unexplained bruises, scars, cuts, scratches 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 SRA1 - Suicide Risk Assessment Procedures/Checklist Form.
- Assess for suicide risk using the SRA2- Suicide Assessment Form (C-SSRS).
- 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 SRA3 - 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.
- Create a safety plan using SRA4 - Safety Plan with the student and have the student, parent/guardian, and involved Elite staff sign it.
- Document all actions using the Suicide Assessment Forms 1-5.

C. Self-Injury and Contagion

While generally an individual maladaptive coping strategy, self-injurious behavior may be imitated by other students and can spread across grade levels, and 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 encouraged 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 a 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 meetings, 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 losing a student to 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 assign 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 Only

1. Chief Academic Officer.
2. School Psychologist, Counselor, and/or Social Worker.
3. Elites Communication and Public Relations designee.

C. Contact the Elite Crisis Team Leader to determine initial response procedures and obtain consultation regarding the number of personnel needed for initial response. It is helpful to have the following information available for consultation:

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. The concerns and wishes of family members regarding disclosure of the death and cause of death should always be prioritized when providing facts to students, staff and parents. Do not disclose the means of the suicide (gun, hanging, etc) when notifying staff, students, and parents/guardians, as this can contribute to suicide contagion.

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. Be clear that this information is for staff only until the Crisis Team establishes the plan for notifying others.

- 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. Only include as much information as the family of the deceased approves.
 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 emotional reaction to the loss) or those who are angry when the majority are expressing sadness.
 - Persons unable to control crying.



- Persons with multiple traumatic experiences may have strong reactions that require additional assistance.

Document

The program director/assistant director shall maintain records and documentation of actions taken at the school.

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.

Important Consideration

- 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 guidelines 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 student may affect future acknowledgement and memorials. Consider this: would we do the same for tragedies that happen in the future?
- Social Networking
Students may often turn to 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 parents/guardians 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.



- **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.
- Do not disclose easily sensationalized details surrounding the death like means of the suicide or a suicide note. Consult with the crisis response team before sharing information widely.

- **School Culture and Events**

It is important to 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.



SRA1: Suicide Risk Assessment Procedures

Note: Links should automatically make a copy of the needed document. Please store all completed copies separately in a confidential, secure location.

Action Plan:

- Notify a program director.
- Conduct a Risk Assessment with the student ([SRA2](#)).
- Contact Parent/Guardian and Complete ([SRA3](#)) Parent/Guardian Emergency Notification Form.
- Complete a ([SRA4](#)) Safety Plan with student.
- Fill out the ([SRA5](#)) Form: Action Plan, Immediate Outcomes, Follow-up.
- Contact Police Department Dispatch, PERT, or call 911, 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 all SRA documents to:

Melissa Schulze
School Social Worker
mschulze@eliteacademic.com

Documents will be stored in a closed drive. Once Melissa has confirmed receipt of all needed forms, please delete any confidential information from your computer, including cloud storage like google suite tools.

Please note:
This completed document is confidential.
It should not be released without the consent from: Parent/Guardian or
Adult student.

SRA2: Suicide Risk Assessment (C-SSRS)

	Past month	
Ask questions that are in bold and underlined.	YES	NO
Ask Questions 1 and 2		
1) <u>Have you wished you were dead or wished you could go to sleep and not wake up?</u> Notes:		
2) <u>Have you actually had any thoughts of killing yourself?</u> Notes:		
If YES to 2, ask questions 3, 4, 5, and 6. If NO to 2, go directly to question 6.		
3) <u>Have you been thinking about how you might do this?</u> e.g. "I thought about taking an overdose but I never made a specific plan as to when, where or how I would actually do it....and I would never go through with it." Notes:		
4) <u>Have you had these thoughts and had some intention of acting on them?</u> as opposed to "I have the thoughts but I definitely will not do anything about them." Notes:		
5) <u>Have you started to work out or worked out the details of how to kill yourself? Did you intend to carry out this plan?</u> Notes:		
6) <u>Have you ever done anything, started to do anything, or prepared to do anything to end your life?</u> Examples: Collected pills, obtained a gun, gave away valuables, wrote a will or suicide note, took out pills but didn't swallow any, held a gun but changed your mind or it was grabbed from your hand, went to the roof but didn't jump; or actually took pills, tried to shoot yourself, cut yourself, tried to hang yourself, etc. If YES, ask: <u>Was this within the past 3 months?</u> Notes:		Lifetime
		Past 3 Months

Response Protocol to C-SSRS Screening

- Item 1 Low risk, see below
- Item 2 Low risk, see below
- Item 3 Moderate risk, see below
- Item 4 High risk, see below
- Item 5 High risk, see below
- Item 6 Moderate risk, see below
- Item 6 3 months ago or less: High risk, see below

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, coping skills, and crisis supports; establish a follow-up and monitor, as needed.
Moderate or High Risk	Supervise student at all times (including restroom); if imminent risk, call local law enforcement, PERT, or 911, and parent/guardian to notify and coordinate; if not imminent, notify and hand off student to parent/guardian who commits to seek immediate mental health assessment; develop a safety plan that identifies caring adults, coping skills, and crisis supports; establish a follow-up and/or re-entry plan and monitor, as needed.



SRA3: 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 my child 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 Suicide 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 Suicide 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



SRA4: Safety Plan

If I am having thoughts of hurting myself, I will help myself in the following ways:

Things I can do to distract & care for myself:

1. _____
2. _____
3. _____

A social setting I can go to for distraction is: _____

Positive people in my life I can go to for support or distraction:

1. Name: _____ Phone: _____
2. Name: _____ Phone: _____

Trusted adults I can reach out to if I am feeling unsafe:

1. Name: _____ Phone: _____
2. Name: _____ Phone: _____

I can make my environment safer by (check all that you will do):

- Removing anything I could use to harm myself (or asking a trusted adult to do it for me)
- Not using alcohol or drugs
- Moving to a different location where I feel safer
- Staying with a safe person
- _____

I can also seek help from the following hotlines:

- National Suicide Prevention Lifeline: 1-800-273-8255
- Crisis Text Line: Text CONNECT to 741-741
- 911 for immediate help

The thing(s) most important to me and worth living for are:

Student signature and date

Parent signature and date

Staff signature and date

SRA5: Suicide Response Form - Action Plan, Immediate Outcomes, & Follow Up

<u>Date</u>	<u>Initials</u>	<u>X</u>	
_____	_____	<input type="checkbox"/>	Notify the Program Director
_____	_____	<input type="checkbox"/>	Conduct Risk Assessment (SRA2)
_____	_____	<input type="checkbox"/>	Contact Parent/Guardian & Complete Parent/Guardian Emergency Notification Form (SRA3)
_____	_____	<input type="checkbox"/>	Contact Police Department Dispatch or Call 911, if necessary
_____	_____	<input type="checkbox"/>	Complete a Safety Plan (SRA4), if necessary
_____	_____	<input type="checkbox"/>	Document Risk Assessment in SIS
			<u>Enter:</u> Referred by: Date: Staff Name: Comments: Risk Assessment - Contact Admissions for Details
_____	_____	<input type="checkbox"/>	Follow up with teacher(s), as appropriate
_____	_____	<input type="checkbox"/>	Scan/Email copy of all SRA forms (this form [SRA5], Suicide Risk Assessment Procedures Checklist [SRA1], Risk Assessment [SRA2], Parent/Guardian Emergency Notification [SRA], and Safety Plan [SRA4]) to:

Melissa Schulze
 School Social Worker
mschulze@eliteacademic.com

Document will be stored in a close drive. Once Melissa has confirmed receipt of all needed forms, please delete any confidential information from your computer, including cloud storage like google suite tools.

Immediate Outcomes:

<u>Date</u>	<u>Initial:</u>	<u>X</u>	
_____	_____	<input type="checkbox"/>	Student was deemed low or no risk, completed safety plan, and returned to class
_____	_____	<input type="checkbox"/>	Released to Parent/Guardian committed to seeking immediate mental health assessment: _____
_____	_____	<input type="checkbox"/>	Student was transported by law enforcement to: Location: _____
_____	_____	<input type="checkbox"/>	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/social worker/psych immediately upon return to school
- Student referred for an IEP
- Special Education Only: Student needs more intensive services (ermhs/dis counseling).
- Other Actions: _____

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What is Bullying?

California Education Code 48900(r): Engaged in an act of bullying.

For purposes of this subdivision, the following terms have the following meanings:

“Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

- (A) Placing a reasonable pupil or pupils in fear of harm to that pupil’s or those pupils’ person or property.
- (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
- (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
- (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

(2) (A) “Electronic act” means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- (i) A message, text, sound, video, or image.
- (ii) A post on a social network Internet Web site, including, but not limited to:
 - (I) Posting to or creating a burn page. “Burn page” means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
 - (II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably

believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

- (III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- (iii) (I) An act of cyber sexual bullying.
 - (II) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (A) to (D), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (III) For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

(3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

EAA Bullying policies, and California Education Code Section 48900(r) address cyberbullying and social media bullying.

Forums for social media bullying include:

- (A) Internet websites with free registration and ease of registration (Facebook, Instagram, TikTok and other social media sites)
- (B) Internet websites offering peer-to-peer instant messaging (Facebook, Instagram, Snapchat, TikTok, Discord etc)
- (C) Internet websites offering comment forums or sections. (Reddit, Discord etc)
- (D) Internet websites offering image or video posting platforms. (Facebook, Instagram, TikTok and other social media sites)

How To Report Bullying & Harassment

Students and parents are encouraged to report bullying/harassment to an administrator as soon as possible.

Students and parents can also complete a Bullying/Harassment form. The Bullying/Harassment complaint Form is available in [English](#) and [Spanish](#). This form allows students and parents to detail what has happened so an administrator can begin an investigation.

Written notice is then sent to the parent of the alleged target of the bullying/harassment with the findings of the investigation.

If an allegation of bullying is reported to a teacher or other staff member, they must notify administration of the allegation.

If a staff member witnesses bullying/harassment they shall intervene immediately to stop the behavior (when safe to do so) and notify an administrator.

Bullying Prevention

Prevention is key.

We need to stop harassment and bullying. It is damaging and unsafe behavior, which is why we focus so heavily on creating a safe, inclusive environment for all students at EAA.

Here are some examples of what EAA is doing to teach respect, model and promote kindness, and prevent bullying:

- School-wide webinars and info sessions presented by staff & outside consultants
- Small group counseling lessons on bullying, self-esteem, mindset, and social skills
- Parent Workshops- Defining Bullying/Harassment, How to Report, Cyberbullying, etc
- EAA Mental Health Services
- Kindness Clubs
- Kindness Campaign
- Lunch Bunch
- The Great Kindness Challenge
- Mindful Moments
- Elite Cares Survey
- Care Solace Partnership
- Inclusion Activities

What To Do If You Are Bullied or Harassed

Expect Respect & Stop Walk Talk

If someone bullies, harasses, or is disrespectful toward you, do the following:

1. STOP - Ask the person to STOP
2. WALK - Walk away
3. TALK - If the person does not stop, tell an adult

If you witness bullying or harassment, do the following:

1. Ask the perpetrator to STOP
2. Ask the person who was being bullied/harassed to go with you, and leave the area
3. Comfort the person by saying, "I'm sorry that happened to you."
4. If the perpetrator does not stop, tell an adult

If YOU are asked to stop, do the following:

1. STOP what you're doing, even if you don't think you're doing anything wrong
2. Take a deep breath and remind yourself "it's no big deal if I stop now."
3. Say "OK" to the person who asked you to stop and walk away

If you are experiencing bullying or wonder if you might be engaging in bullying behavior yourself, please reach out to the school counselor, Nicole Lively at nlively@eliteacademic.com or contact an administrator.