

Elite Academic Academy - Lucerne

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May 6, 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



Elite Academic Academy - Lucerne May 6, 2021

Board Of Directors - Elite Academic Academy - Lucerne

T me:

1.0 Call To Order

Ro Ca:

Susan McDouga, Kent Chr stensen

2.0 Approve/Adopt the Agenda

It is recommended the Board of D rectors adopt as presented the agenda for the Board Meeting of May 6, 2021.

3.0 Board Organization

3.1 Nominate and appoint Ms. Cody Simms as Vice President of the Board

It is recommended that the Board approve the nomination and appointment of Ms. Cody S mms as Vice President of the Board for Eite Academic Academy - Lucerne.

4.0 Public Comment -Closed Session

The pub c has a right to comment on any items of the closed sess on agenda. Members of the pub c will be permitted to comment on any other item with nithe Board's jurisdiction under section 9.0 Pub ic Comments at Board Meetings.

5.0 Adjourn to Closed Session

The board w cons der and may act on any of the C osed Sess on matters sted n Agenda Item 14.0.

6.0 Closed Session

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

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

T me:

7.0 Pledge Of Allegiance

Led By:

8.0 Open Session

Mot on: Second:

9.0 Public Comment

P ease subm t a request to speak to the Board of D rectors. Cards can be asked for by ema ng ga tam rano@e teacadem c.com. P ease comp ete and return the form for agend zed or non-agend zed tems, pr or to the meet ng. Not more than three (3) m nutes are to be a otted to any one (1) speaker, and no more than twenty (20) m nutes on the same subject. This port on of the agenda is for comments, recogn tions and reports to the Board and is not intended to be a quest on and answer period. If you have quest ons for the Board, please provide the Board President with a written copy and an administrator with provide answers at a later date.

10.0 General Functions

10.1 Informational Items

A. CEO Report

CEO Report Apr 2021 EAA-LU.pdf

B. AB1316

Ana ys s of AB1316

10.2 Consent Agenda

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

A. Meeting Minutes from March 4, 2021

EAA-LU M nutes 03.04.21.pdf

B. Warrant Register

WarrantReg sterLU_Mar21.pdf

WarrantReg sterLU_Apr21.pdf

C. Job Descriptions

JD 21.22 Temporary Year Round Bus ness Educat ona Serv ces C erk (pend ng).pdf

JD 20.21 Temp Year-Round Instruct ona A de (pend ng).pdf

JD 21.22 Temporary Human Resources Part-T me Adm n strat ve Ass stant (pend ng).pdf

JD 21.22 Temporary Techno ogy Support (pend ng).pdf

JD 2021 Temporary Independent Study Counse or A de Job Description (pending) .pdf

JD Temporary Year-Round Lead Teacher (pend ng approva).pdf

JD 20.21 Temporary Part-T me Bus ness Serv ces C erk (pend ng).pdf

11.0 Personnel Services

11.1 Temporary Classified Hires

It is recommended that the Board ratify the following Temporary C assified H resifor E te Academic Academy - Lucerne.

Mot on: Second: Vote:

2021295 Addendum.pdf

2021295.pdf

2021036.pdf

11.2 Letters of Intent for Temporary Certificated Hires

It is recommended that the Board approve the following Letters of Intent for Temporary Certificated Hires for Elite Academic Academy - Lucerne.

L v ngston S gned LOI.pdf

Espos to S gned LOI.pdf

E der S gned LOI.pdf

Agu n ga-Campos S gned LOI.pdf

Strawn S gned LOI - EAALU.pdf

Perk ns S gned LOI.pdf

N esen S gned LOI.pdf

Lung S gned LOI.pdf

We tz S gned LOI .pdf

Arnett S gned LOI.pdf

Pau S gned LOI.pdf

K rby S gned LOI.pdf

Ort z S gned LOI.pdf

R vero S gned LOI.pdf

Stover S gned LOI.pdf

Roberts S gned LOI.pdf

Mer da S gned LOI.pdf

Onwudach S gned LOI.pdf

11.3 Contract Templates 21/22 School Year

It is recommended that the Board approve the following Contract Temp ates for 2021/2022 for Elite Academic Academy - Lucerne.

21.22 - 11 Month - Cert f cated Teacher Contract.pdf

21.22 - 12 Month - Cert f cated Teacher Contract .pdf

21.22 Fu T me Cert f cated (D rector) _At-W _ Exempt (Sa ary) Contract .pdf

21.22 Fu T me C ass f ed (D rector) _At W _ Exempt (Sa ary) Contract .pdf

21.22 Fu -T me C ass f ed Non-Exempt (Hour y) Contract.pdf

21.22 Fu -T me C ass f ed Non-Exempt (Sa ary) Contract .pdf

21.22 Part-T me Cert f cated Non-Exempt (Hour y) Contract .pdf

21.22 Part-T me C ass f ed Non-Exempt (Hour y) Contract .pdf

Mot on: Second:

Vote:

11.4 Pay Scales/Salary Ranges for 21/22

It is recommended that the Board approve the following Pay Scales/Salary Ranges for 2021-2022 for Elite Academic Academy - Lucerne.

2021-2022 Staff Sa ary Ranges .x sx

Mot on: Second: Vote:

12.0 Business Services

12.1 EPA Spending Plan EAA-LU 21/22

It is recommended that the board approve the following EPA Spending P an EAA-LU 21/22 for Elite Academic Academy - Lucerne.

Mot on: Second: Vote:

2020 21-EAA-L-EPA-Spend ng-P an-CURRENT.pdf

12.2 Contract with Branche Jones

It is recommended that the board approve the contract with obbyist Branche Jones in order to get current information on legislation at the state level.

Mot on: Second: Vote:

E te Contract w th Branche.docx

13.0 Educational Services/Policy Development

13.1 Panorama Education Services

It is recommended that the board approve the following contract for Panorama Education Services for Elite Academic Academy - Lucerne.

Mot on: Second: Vote:

Panorama-E te_Academ c_Academy_21-22.pdf

13.2 COVID-19 Sick Leave Addendum 03.23.2021

It is recommended that the board approve the following COVID-19 Supplementa is ck Leave Addendum dated 03.23.2021 for Eite Academic Academy - Lucerne.

Mot on: Second: Vote:

COVID 19 Supplementa Paid Sick Leave 03.23.21.pdf

13.3 Extended Learning Opportunities Grant Plan

It is recommended that the board approve the following Extended Learning Opportunites Grant P an for E te Academic Academy - Lucerne.

Mot on: Second: Vote:

2021_Expanded_Learn ng_Opportun t es_Grant_P an_E te_Academ c_Academy_-_Lucerne.pdf

13.4 Staffing Calendars for 2021/2022

It is recommended that the board approve the following Staffing Calendars for 2021/2022 for Elite Academic Academy - Lucerne.

Mot on: Second: Vote:

2021-2022 Staff ng Ca endars -187 (11 month)-pend ng board approva .pdf

2021-2022 Staff ng Ca endars -224 (12 month)-pend ng board approva .pdf

2021-2022 Staff ng Ca endars - 232 (12 month) - pend ng board approva .pdf

2021-2022 Staff ng Ca endars - 239 (12 month) - pend ng board approva .pdf

2021-2022 Staff ng Ca endar -Payro Ca endar (pend ng board approva).pdf

2021-2022 Staff ng Ca endars - Temporary Year-Round (pend ng board approva).pdf

14.0 Report of Action Taken in Closed Session

The Board \dot{w} report any act on taken in closed sess on as required by aw.

15.0 Calendar

The next schedu ed meet ng s June 3, 2021 at 9:00 a.m.

16.0 Board Comments and Future Planning

T me:

17.0 Adjournment

In comp ance with Government Code section 54957.5, open sess on materials a side butted to Board Members for review prior to a meeting may be viewed at the eletacemic.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 ke alcopy of any record related to an item on the agenda, please contact administration.

In comp ance with the American with D sabilities 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 access bility to this meeting. Upon request, the School shall also make available this agenda and all other public records associated with this meeting in appropriate alternative formats for persons with a disability.

Elite Academic Academy

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



April 2021



ELITE ACADEMIC ACADEMY





School:

Authorizer:

Leader:

Month:

Elite Academic Academy-Lucerne
Lucerne Valley Unified School District
Ms. Meghan Freeman, CEO
April 2021

April 2021

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

Celebration Areas:

- We are working hard and getting geared up for CAASPP testing in a few weeks. Our IT and Academic staff are working out hiccups with the state system and setting our students up for success.
- We are so proud of the marketing team and staff for the work they did to launch our brand new Elite Academic Academy website! We hope you take a peak and see the improvement. <u>Eliteacademic.com</u>



Check out Jeremy's writing—Jeremy is one of those literal kids who was learning about figurative language-idioms and implemented it into his real life story. You will enjoy!

Jeremy's Writing



The Santospirito family used old Halloween decorations to study science.



Elite Homeschool Academy

Director: Ms. Carol Mc Intosh

Elite Homeschool families and teachers have been working hard to prepare for the Virtual CAASPP administration which has had its challenges, but families and teachers are faithful. Students are continuing to excel academically and are beginning to start taking classes in person with precautions. (This is something all kids have missed in the past year.)

Four of our students who normally compete in the Math Counts Competition (which was canceled due to the pandemic) entered the Math Counts Video Challenge and were quarter-finalists. Their topic was Exponential Decay and Algebraic Expressions.

Enjoy Bradley, Zoe, Maddy, and Cole as they present the Sanitizer-Stealers. They created the set, found music and edited the video with the help of Kim Carpiuc (one of our homeschool parents). https://videochallenge.mathcounts.org/videos/sanitizer-stealers

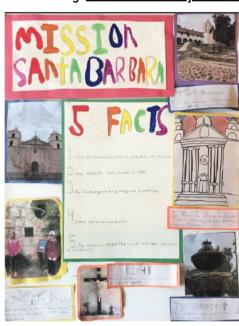
Hadley also was elected to the Origami Owl Entrepreneurs Council, a board of 12. She had to go through an interview process, create a presentation of her ideas and one about herself. There were 250 applicants going for 4 open seats!



The Gardstrom family visited the local missions to satisfy California's history requirements. See pictures as well as their poster/paper. The beauty of homeschool is that all the children can learn the same concepts but present it differently to share their learning. <u>Link to Ella's Project Here:</u>



Kendall and Ella at the Mission



Kendall's Mission Project





<u>Virtual Staff Highlight: Miss Dianna</u> <u>Singas, 6-8 Virtual Tutor</u>

My name is Ms. Singas and I have the honor and privilege of working at Elite Academic Academy! I am a middle school tutor in our Virtual Academy, Every day I meet with students one on one on zoom who are struggling in their Strongmind courses and offer support. The goal is to provide students with tools they can use when they are not working with me and clarity so they feel confident in their learning. The best part of the job is getting to connect with the students! I love getting to know the students and hear about their dreams, passions in life, goals and how they are really doing. I deeply care for each student that I work with and want them to feel like they can be honest with me. Another part of the job that I love is empowering students in their learning! It's always amazing to see the "light bulb" moment when students are able to grasp the concepts by utilizing the tools that I teach them.

Elite Virtual Academy

Director: Mr. Evan Jorgensen

Virtual Academy At-A-Glance

Virtual Academy Staff: 7 Teachers of Record, 2 in-house tutors, 7 Content Teachers, 2 Admin Virtual Academy Students: 261 students (134 LU, 127 ME)

Current Live HQT-Supported Virtual Courses Offered: 38

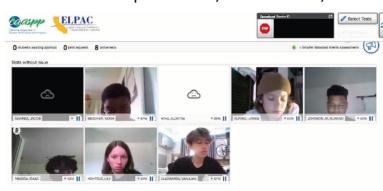
Virtual Students enrolled in CTE-Pathway Courses: 70

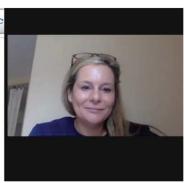
In-HouseVirtual Tutoring

We have ramped up additional student support for foundational ELA/Math learners. Our inhouse virtual tutoring services have provided over 1,250 hours of FREE ONE-ON-ONE On-Demand tutoring for our virtual students as of 04/27/2021

CAASPP Interim Assessments

Students in grades 6-8 and 11 have been hard at work getting prepared for the CAASPP Assessment and are taking the CAASPP Interim Math Performance Task. Since the assessment is proctored through the Secure Browser virtually, teachers have been busy wearing many hats regarding testing to get their students ready: Tech Support, Student and parent Guides, and Test Proctor, and to name a few!





Virtual Test Preparation

In addition to CAASPP Interim Math Assessments, our Virtual Students are completing weekly Test Prep Assignments in their assigned Test Preparation Course to ensure they are comfortable with the content and CAASPP System. Course assignments include:

- Math Content Challenge Questions
- Language Arts Content Challenge Questions
- CAASPP ELA & Math Vocabulary Challenges
 - CAASPP Question Type Exploration
 - SBAC Universal Tools Exploration
 - Testing Checklists & Reminders











Phoenix Cassell, Elite 7th grader, shows off her 'Joan of Arc' painting that she completed alongside her Social Studies 7B coursework.







Kylie Weitz created a Pool Step for Dogs

This invention helps dogs get out of the pool if there's a super high step or they have bad hips, like Kylie's dog Buckley.



Rube Goldberg Challenge
Flex students did an amazing job
creating their Rube Goldberg
Machines. This is just one example
of what our students can create
when they think outside the box.

Kylie.MOV



Elite Flex Academy

Director: Mrs. Monique Waithe

Flex Academy teachers have spent this month preparing for CAASPP administration, supporting parents in downloading the secure browser for state testing, and supporting students in their curriculum. Students continue to participate in acceleration programs and are making adequate progress in their courses. Many students are excited to be able to participate in in-person activities again and Flex Academy is excited to highlight some students who are thriving in their extracurricular activities.

Science Explorer Month

April was Science Explorer Month for Flex Academy. Students were encouraged to think creatively and participate in Science investigations. This event was open to all Flex students and students were encouraged to participate in Inventor's Showcase, Earth Day, and/or Rube Goldberg Challenge activities.



Student Celebrations

Ava started playing drums at the age of 5 in preparation for a school talent show. Her first appearance was in kindergarten where she played a drum cadence in coordination with her dad who played drums alongside her. The following year, in first grade, she played in the school talent show where her dad also joined her on stage. This time she played a drum medley while her dad played bass. Ava and her dad formed a band and completed a music video. They were just interviewed by KUSI: https://www.kusi.com/search/Ava+Maturo



Sergei began taking Taekwondo when he was 4 years old. He competed and won a Gold medal for Best Performance in Form and a Bronze medal in Sparring. Over the years, he has worked very hard on his discipline and respect. A few weeks ago, Sergei achieved the rank of 2nd Don Black Belt. Sergei also spends his time learning multiple languages: Japanese, Chinese, and Russian. Interestingly, Sergei also trains in competitive swimming and hopes one day to compete in the Olympics.





Shea does a wonderful job of balancing school with her weekly horseback riding lessons. She is a leader in the Elite Equestrian and Riding Club and a dedicated student. She is happy, helpful, and friendly - a great example to students and teachers.







#BeElite Podcast

Director: Ms. Ashlea Kirkland- Haynes

Digital Marketing Academy

In the Digital Marketing Academy, students are working towards finishing layouts for our first ever Yearbook at Elite.





In our Be Elite Podcast clubs, students are planning and working towards the last few episodes of the school year. The next episode set to debut is a "School of Thought" episode, where all students and staff were invited to talk about one of the most requested topics from students: anime.

Upcoming episodes include a discussion with Coach Andy and students from the Golf Club, where we learned about the game, the determination and hard work needed, and the goals for our students in the future. To finish out the year, students will have episodes on Star Wars, Marvel, as well as a reflection episode where podcast students talk about their year-long journey, what they learned, and what they hope to accomplish in the 2021-2022 Be Elite Podcast season.













Director: Ms. Ashlea Kirkland- Haynes

Recently, students in Beginning Choir chose a section of a song to sing a cappella for a performance task requiring them to demonstrate skill development in making creative choices, mental focus, breath support, phrasing, tone clarity, lyric interpretation, and physical expression. 10th grade student Zoe didn't feel ready to sing/perform on camera last semester, but now she shares how much she has started to enjoy the feeling of presenting via screen-recordings and performance videos in our class...also sharing how she "performed" for her family recently for the first time! Zoe (pictured below) represents a growing number of VAPA students in our current beginning courses who are embracing the opportunity to step outside their comfort zones to have new learning experiences and validate their own creative choices and perspectives, to start where they are with each step, and work hard towards gaining self-efficacy and reaching their own artistic potential!"



Betzy playing the classic song she chose, "Folsom Prison Blues" by Johnny Cash.

Betzy giving a shout out to Andrea for her beautiful calligraphy art piece.





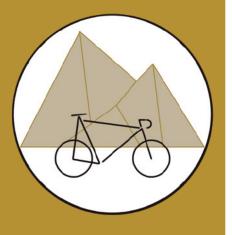
Betzy recognizing 4th grader Rose for her ventriloguism talents.

Betzy giving a shout out to 3rd grader Brooklyn for her creative drawing.













Director: Ms. Ashlea Kirkland- Haynes

The Adventure Academy courses centered their focus on hands-on projects this April. All CTE Adventure Academy courses moved into the 4th Unit, all of which are tangible and creative projects like survival shelter building in Coastal Preparedness, or material science labs in Introduction to Surfing and Mechanics of Surfing. Shreya Sakthivel created this beautiful epoxy-encased rose during our Encapsulation Project as we learned about the composition of epoxy and the material science behind surfboard materials.



The Quest Crew held a virtual event on Earth Day to celebrate our planet as well as the state flower, the California Poppy. During this interactive webinar, students learned about decomposition by playing a decomposition guessing game, engaging in Earth Day trivia, and planting a patch of poppies. The focus of this webinar was to educate our students on the impact humanity has on the environment while allowing them to make their own conjectures about how plastics and other permanent materials can influence the natural cycle. We had a fantastic turn out for this event, with over 40 poppy seed kits sent out to families all across Southern California! The webinar was recorded and exemplifies the vision of the Quest Crew:

BLOOM: Earth Day Celebration Video









Lead: Mr. Andy Allanson

Director: Ms. Ashlea Kirkland- Haynes

Outdoor In-Person Enrichments

Athletics saw many Elite students begin enjoying Outdoor In-Person Enrichments for the 1st time in over a year. And although Podcasts, Fitbit Challenges, Cup Stacking and Trivia Fitness Challenges have all created wonderful moments of engagement; students, families and staff are embracing opportunities for Outdoor In-Person Enrichments.





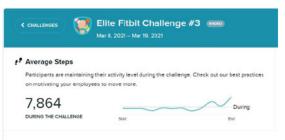




<u>Fitbit Challenges</u>

The Daily Average Step Count has increased over 1000 steps from a year ago and our 1st Challenges. Demonstrates the commitment of our school to students, staff and wellness.







Elite Equestrian & Riding Club

The EERC is in the final stages of their logo design. Collaborating with our Marketing Dept, club members have been able to engage design and create 3 logos in which to select the final EERC logo.













Elite Technology Innovation Department

Director: Dr. Laura Spencer

This month is all about CAASPP for the IT Department. The team, which is lucky to welcome our temporary staff member Nathan Gray, has been hard at work supporting both students and teachers for their first remote testing experience. Our Technology Support Coordinator, Chris Waithe, facilitated two parent webinars to show how the CAASPP Secure Browser works. Since there have been plenty of technical issues when trying to test on personal devices, the team pivoted and is now shipping loaner devices to over 60 students.





Although CAASPP has been the focus, another major focus was preparing the Authorizer's Presentation. Using student Flipgrid videos as audio tracks, animated videos were created that showcased the wide range of academic, social-emotional, and CTE offerings Elite provides which support student's passions, skills, and graduation plans.





Meet Our Team...

Mrs. Karen Makkai, Director At Promise Department

Mrs. Antonette Sims, Director of Assessment

Ms. Nicole Lively, School Counselor

Ms. Jen Edick, Special Education
Coordinator

Ms. Kiley Allen, Community and Marketing Coordinator

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



BElite Student Support Services Department

Mrs. Karen Makkai, Ms. Nicole Lively, Ms. Jen Edick, Ms. Antonette Sims, Ms. Kiley Allen

The counseling department is hard at work gathering pieces for our Elite-wide upcoming graduation! Students have received their cap & gown, other regalia, and a Graduate yard sign and we have a phenomenal virtual celebration in the works.



Along with Student Support Services, the counseling department is excited to host biweekly Lunch Bunch meetings for our students to interact, play games and build relationships. Over 30 hours of direct student services have been provided by the counseling department in the form of individual meetings, academic consultations and SST interventions.



Special Education

The special education department has been busy ensuring that our students' needs are being met and IEPs are being held. The special education team is also training the Directors on the SST process and its use as a tiered system of intervention.





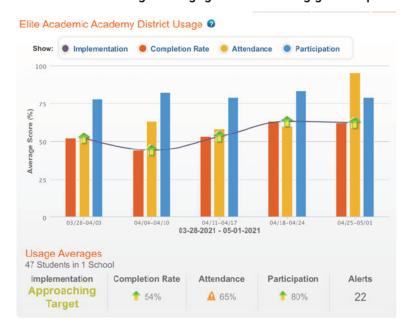
Elite Student Support Services Department

Director: Ms. Karen Makkai

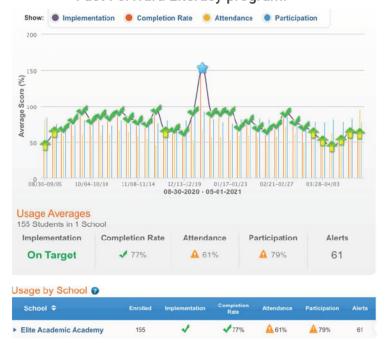
At Promise Department

The At Promise Department has completed 60 SST Progress Reports Forms. These forms ensure that no students slip through the cracks and all their intervention needs are being met. All 60 students have shown considerable progress. Students who are struggling work in our literacy program, work with custom schedules, receive additional help from their content teachers, and attend tutoring sessions. Our department offers creative and proven strategies to engage students.

We continue to support students by working with them to improve their literacy skills. The graph below shows 47 students actively working in the Fast ForWord program. Students who are attending are engaged and showing great improvement.



This next chart below shows 155 students that have successfully worked in our literacy program this school year. These students have all shown improvement in memory, attention and processing skills. They have grown anywhere between a ½ to 2 year improvements. Many of the students have successfully completed all sections in the Fast ForWard Literacy program.







Most Recent Lunch Bunch on 4.13.21





Student Outreach

Homeless Initiative: Kindness Ambassadors collaborated with marketing to put together a school-wide charitable initiative to help the homeless! Many donated supplies, time and brought awareness to the cause.



Teacher Appreciation Week:

Students have the opportunity to thank their teachers for all of the hard work and collaboration they put in with them this school year. We will be gathering all of their videos and photos and putting together in a video for teacher appreciation week next month!

Elite Student Support Services Department

Coordinator: Mrs. Kiley Shae Allan

Marketing

- Events added this month: Lunch Bunch with Kindness Ambassadors, The Great Wall of China Virtual Tour, Plimoth Platuxet's People of the Dawn Webinar, The Geological Story of Zion, San Diego Festival of Science and Engineering STEAM Week Events.
- Student success stories: Showcasing our students that are thriving in Elite's environment.

Homeschool Duo Maddy and Melody Win California History Award

Effective Communication

- Sending a weekly email to staff with Staff, Parent and Student Communication Updates, which includes the schedule of events for each group. Elite staff reviews the staff section for themselves, then sends the parent and student sections to their families.
- Hosting Elite's virtual events. Communicating with external participants and Elite families about all events.
- Keeping our website up to date so that current and interested families have all of the information that they need right at their fingertips.

In the month of April, here is our top social media post:



4.2k Reach

- 88 reactions



Certificate of Completion

<u>Digital Marketing - Google and Facebook Ads</u>

For the first time this school year, we are starting to advertise our website and three separate academies on google, Facebook and Instagram. You will see in the below numbers that it directly correlates to the uptick in traffic and engagement. We started advertising on April 26th, so this uptick is from less than 48 hours of advertising!

Facebook Reach - April 1-April 27th, 2021

Facebook Page Reach − 39.4k up 200% Instagram Page Reach − 12.1k up 923% Post Engagement − 2.4k New Page Likes − 22













Elite Student Support Services Department

Director: Ms. Antonette Sims

State Testing

Students Assigned to take CAASPP: 553 students 24 Opt-outs (as of 4/30/21)

The Assessment Team designed and rolled out an 8-week plan to prepare teachers, students and families for the CAASPP. Our goal is to virtually proctor 95% of our qualified students. Our preparation plan included the following:

- 1.A Superhero themed preparation packet. Teachers and students received a testing kit that included log-in instructions, testing materials and superhero-themed fun materials.
 - 2. Technical assistance: secure browser instructions and computer distribution.
 - 3. Weekly updates and tips including test-prep materials.
- 4. Practice test instructions and monitoring.5. Assessment Director met with each Director to identify specific Academy needs.
 - 6. Devised a proctoring plan for each Academy.
 - 7. Coordinated support for students with IEPs.
 - 8. Uploaded accommodations into TOMS.
 - 9. Challenged students to complete a weekly Superhero Challenge.
 - 10. Hosted Parent and Teacher CAASPP overview workshops.

Upcoming Events

To motivate students for testing and reinforce the importance of having a growth mindset, we have invited the NED show to host a virtual workshop on May 7 from 10-11am. All K-6 students and families are invited.

Students Assigned to take Summative ELPAC

22 Students

19 out of the 22 completed their Summative ELPAC in April. The remaining 3 are scheduled for the first week of May. Results will be mailed out to parents and reported within the next two weeks.

Physical Fitness Testing

All 5th, 7th, 9th grade students were provided the link and encouraged to complete the Physical Fitness Test. It is a Do-it-Yourself test that can be completed safely at home.

i-Ready Assessments

Students who opt-out or those who are not assigned to take the CAASPP will complete an i-Ready assessment by or before the end of the school year. This will help us measure growth. The contract for next year was negotiated and reviewed.

Panorama Staff and Parent Surveys

To help us measure our level of engagement, culture and customer service a Panorama survey was devised and sent to all of our parents and staff.

Elite Accomplishment Summary



With a focus on **Shared leadership** all departments are working on CAASPP preparation. We look forward to having our students perform well and show all they have been learning this year.



With a focus on Families and Community we have launched our brand new website! It is state of the art and took many hours to get just right. We continue to refine and improve, but we love how it turned out! We hope you do too!



We held our **authorizer presentation** and were honored to show our school districts all that we have done this year, despite the global pandemic.

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	Grade Span	ADA Projection
	⊺ k-3	132
	4-6	120
	7-8	166
	9-12	211
	Total	Total 629 * As of 04/28/2021

Goals For Next Month

- Successfully have students take and complete CAASPP testing.
- Test and pilot our new tutoring systems.
- Continue to prepare for Credit Recovery and Advancement Learning Period in July.
- Hold our graduation ceremony and celebrations.



Date of Hearing: April 28, 2021

ASSEMBLY COMMITTEE ON EDUCATION

Patrick O'Donnell, Chair

AB 1316 (O'Donnell) – As Amended April 14, 2021

SUBJECT: School accountability: financial and performance audits: charter schools: contracts

SUMMARY: Establishes new requirements for nonclassroom based (NCB) charter schools in the areas of auditing and accounting standards, the funding determination process, adding requirements to the contracting process, Independent Study (IS) program requirements, required teacher to pupil ratios, limiting authorization of NCB charters by small districts, and adding specificity to the authorizer oversight process, as specified. Specifically, **this bill**:

Audit and Accounting Standards

- 1) Requires charter schools to follow the same audit procedures and audit schedules, and use the same Standardized Account Code Structure, as school districts.
- 2) Requires training for school district and charter school auditors as a condition of their licensure, and requires school district and charter school audits to be peer reviewed.
- 3) Creates the Office of Inspector General at the California Department of Education (CDE), to be appointed by the Governor.
- 4) Requires the K-12 audit guide to include sampling guidance, and audit requirements for minimum school day, time value of pupil work, pupil to teacher ratios, the 25 largest monetary transfers, and pupil attendance.

NCB Charter School Funding Determination

- 5) Establishes, beginning July 1, 2022, a funding formula for NCB charter schools based on the amount of in-classroom instruction provided to pupils as follows:
 - a) Pupils engaged in classroom-based instruction for at least 80% of their attendance, generate 100% attendance for state apportionment.
 - b) Pupils engaged in classroom-based instruction for between 60% and 79% of their attendance, generate 92.5% attendance for state apportionment.
 - c) Pupils engaged in classroom-based instruction for between 40% and 59% of their attendance, generate 85% attendance for state apportionment.
 - d) Pupils engaged in classroom-based instruction for between 20% and 39% of their attendance, generate 77.5% attendance for state apportionment.

e) Pupils engaged in classroom-based instruction for between 0% and 19% of their attendance, generate 70% attendance for state apportionment.

Independent Study for School Districts, County Offices of Education and Charter Schools

- 6) Establishes, beginning with the 2022-23 school year, a single set of criteria for Independent Study (IS) for school districts, county offices of education (COEs), and charter schools, including:
 - a) Requiring a minimum frequency of teacher and pupil contact once every three school days, including a requirement for more contact for struggling pupils;
 - b) Requiring teacher communication to be via in-person, live visual or audio connection;
 - c) Requiring a minimum school day;
 - d) Requiring a NCB charter school to offer an in-person option as an alternative to serve pupils with exceptional needs and struggling pupils; and
 - e) Requiring governing board policies and governing body policies to include attendance and academic metrics for ending a pupil's IS agreement.

Charter School Contracts

- 7) Requires vendor personnel who provide direct services to pupils that count toward instructional minutes to hold the appropriate credential.
- 8) Prohibits private religious organizations or schools from serving as vendors.
- 9) Requires charter schools to participate in competitive bidding of contracts in the same manner as school districts.
- 10) Prohibits contracts from being calculated as a percentage of charter school apportionment.

Pupil Attendance Data Study

11) Requires the CDE to study the feasibility of connecting the California Longitudinal Pupil Achievement Data System (CALPADS) and the attendance accounting system.

Teacher Assignments, School Calendars, and Pupil Attendance

- 12) Requires school districts, COEs and charter schools to calculate pupil-to-teacher ratios in independent study programs by one of the following methods:
 - a) A 25 to 1 pupil-to-teacher ratio;
 - b) An alternative pupil-to-teacher ratio negotiated as part of a collective bargaining agreement; or

- c) The prior year pupil-to-teacher ratio at programs operated by the high school or unified school district with the largest average daily attendance of pupils in the county or the collectively bargained alternative ratio used by that high school or unified school district in the prior year.
- 13) Prohibits multi-track year-round schedules for school districts and charter schools. Authorizes the State Board of Education (SBE) to waive this prohibition in cases of facility shortages.
- 14) Permits NCB charter attendance only for pupils residing within the county in which the school is authorized.

Small School District Authorizers of NCB Charter Schools

- 15) Permits a NCB charter school to be authorized as follows:
 - a) School districts < 2,500 in Average Daily Attendance (ADA) may authorize NCB charters up to 100% of district ADA;
 - b) School districts of 2,500-5,000 ADA may authorize NCB charters up to 2,500 ADA; and
 - c) School districts of 5,000-10,000 ADA may authorize NCB charters up to 50% of district ADA.

Authorizer Oversight and Oversight Fees for Charter Schools

- 16) Establishes the Charter Authorizing Support Team at the Fiscal Crisis and Management Assistance Team (FCMAT).
- 17) Requires charter school authorizers to perform the following oversight responsibilities for NCB charter schools:
 - a) Annually verify that an appropriate methodology exists for teachers to determine the time value of pupil work product used to compute ADA.
 - b) Annually verify the ADA-to-certificated-teacher ratio used by the charter school.
 - c) Verify average daily attendance at the first, second, and annual principal apportionment reporting, including subsequent corrected reports, after performing reasonable testing of monthly enrollment and monthly attendance reports to be submitted to the chartering authority by the charter school, to determine enrollment and attendance trends and averages.
- 18) Permits a charter authorizer to charge oversight fees not to exceed actual costs up to 2% for the 2022-23 fiscal year; and, effective July 1, 2023, permits a charter authorizer to charge oversight fees not to exceed actual costs up to 3%.

EXISTING LAW:

- 1) Establishes the Charter Schools Act of 1992 which authorizes a school district governing board or county board of education to approve or deny a petition for a charter school to operate independently from the existing school district structure as a method of accomplishing, among other things, improved pupil learning, increased learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving, holding charter schools accountable for meeting measurable pupil outcomes, and providing the schools with a method to change from rule-based to performance-based accountability systems. (Education Code (EC) 47605)
- 2) Establishes a process for the submission of a petition for the establishment of a charter school. Authorizes a petition, identifying a single charter school to operate within the geographical boundaries of the school district, to be submitted to the school district. Authorizes, if the governing board of a school district denies a petition for the establishment of a charter school, the petitioner to elect to submit the petition to the county board of education. Authorizes, if the county board of education denies the charter, the petitioner to submit the petition to the SBE only if the petitioner demonstrates that the school district governing board or county board of education abused its discretion in denying the charter school. Authorizes a school that serves a countywide purpose to submit the charter petition directly to the county office of education.
- 3) Requires, upon renewal, a charter school to be identified as either low performing, middle performing or high performing based on state dashboard accountability data. Requires that low performing charter schools be denied, however, the school may be renewed for a two year period if the authorizer is presented with verified data that meet specified criteria and the authorizer finds it compelling. Authorizes middle performing charter schools to be renewed for 5 years. Authorizes high performing charter schools to be renewed for 5-7 years.
- 4) Prohibits the authorization and establishment of new nonclassroom based charter schools between January 1, 2020 and January 1, 2022.
- 5) Prohibits a charter school from receiving any public funds for a pupil if the pupil also attends a private school that charges the pupil's family for tuition. Prohibits a charter from being granted that authorizes the conversion of any private school to a charter school. (EC 47602)
- 6) Prohibits, notwithstanding any other law, a local educational agency (LEA), including, but not limited to, a charter school, from claiming state funding for the independent study of a pupil, whether characterized as home study or otherwise, if the LEA has provided any funds or other thing of value to the pupil or his or her parent or guardian that the LEA does not provide to pupils who attend regular classes or to their parents or guardians. (EC 51747.3)
- 7) Authorizes a charter school to receive funding for nonclassroom-based instruction only if a determination for funding is made by the SBE. Requires the determination for funding to be subject to any conditions or limitations the SBE may prescribe. Requires the SBE to adopt regulations that define and establish general rules governing nonclassroom-based instruction

that apply to all charter schools and to the process for determining funding of nonclassroom-based instruction by charter schools offering nonclassroom-based instruction. Defines nonclassroom-based instruction to include, but not be limited to, independent study, home study, work study, and distance and computer-based education. (EC 47612.5)

- 8) Requires the SBE to adopt regulations setting forth criteria for the determination of funding for nonclassroom-based instruction, at a minimum the regulation to specify that the nonclassroom-based instruction is conducted for the instructional benefit of the pupil and is substantially dedicated to that function. Requires the SBE to consider, among other factors it deems appropriate, the amount of the charter school's total budget expended on certificated employee salaries and benefits and on schoolsites, and the teacher-to-pupil ratio in the school. Requires, for the 2003–04 fiscal year and each fiscal year thereafter, the amount of funding determined by the SBE to not be more than 70% of the unadjusted amount to which a charter school would otherwise be entitled, unless the SBE determines that a greater or lesser amount is appropriate. (EC 47634.2)
- 9) Requires a charter school to transmit a copy of its annual, independent financial audit report for the preceding fiscal year to its chartering entity, the State Controller's Office (SCO), the county superintendent of schools of the county in which the charter school is sited, (unless the county board of education of the county in which the charter school is sited is the chartering entity) and the CDE, by December 15 of each year. (EC 47605)
- 10) Requires a charter school that operates a multitrack year round calendar to comply with all of the following:
 - a) Calculate attendance separately for each track. The divisor in the calculation must be the calendar days in which school was taught for pupils in each track;
 - b) Operate no more than five tracks;
 - c) Operate each track for a minimum of 175 days. If the charter school is a conversion school, the charter school may continue its previous schedule as long as it provides no fewer than 163 days of instruction in each track;
 - d) For each track, provide the total number of instructional minutes, as specified in Section 47612.5; and
 - e) No track may have less than 55% of its schooldays before April 15. (EC 47612)
- 11) Authorizes a school district to operate a program of multitrack year-round scheduling at one or more schools within the district. Authorizes a program of multitrack year-round scheduling to operate at a schoolsite for as few as 163 days in each fiscal year if the governing board of the school district adopts a resolution at a regularly scheduled board meeting certifying that both of the following criteria are met at the schoolsite:
 - a) The number of annual instructional minutes is not less than that of schools of the same grade levels utilizing the traditional school calendar; and

- b) It is not possible for the school to maintain a multitrack schedule containing the same number of instructional days as are provided in schools of the district utilizing the traditional school calendar given the facilities, program, class sizes, and projected number of pupils enrolled at the schoolsite. (EC 37670)
- 12) Requires financial and compliance audits to be performed in accordance with General Accounting Office standards for financial and compliance audits. Requires that the audit guide prepared by the SCO be used in the performance of these audits until an audit guide is adopted by the Education Audits Appeal Panel. When an audit guide is adopted by that panel, the adopted audit guide be used in the performance of these audits, and that every audit report specifically and separately address each of the state program compliance requirements included in the audit guide, stating whether or not the district is in compliance with those requirements. (EC 14503)
- 13) Authorizes the IS program for school districts, COEs and charter schools. Requires local educational agencies (LEAs) that offer IS to adopt written policies that include the length of time that may elapse between the time an independent study assignment is made and the date the pupil must complete the assigned work, missed work assignments, and there be a written agreement between the pupil and the IS program. Requires that the written agreement include processes for submitting pupil work, objectives and methods of study for the pupil's work, resource that will be made available to the pupil, duration of the agreement, and number of credits to be earned upon completion. A pupil with an Individualized Education Program (IEP) is not authorized to participate in an IS program unless their IEP specifically provides for that participation. Requires that the IS of each pupil be coordinated, evaluated under the general supervision of an employee of the LEA who possesses a valid certification document or an emergency credential. Establishes certificated employee-to-pupil ratios, as specified. (EC 51745–51749.3)
- 14) Authorizes the Course Based Independent Study (CBIS) program for school districts, COEs and charter schools for pupils enrolled in kindergarten and grades 1-12, inclusive, under the following conditions: completion of a signed learning agreement between the pupil and school, courses are taught under the general supervision of certificated employees who old the appropriate subject matter credential, and are employed by the LEA, courses are annually certified by the LEA governing board or body to be of the same rigor and educational quality as equivalent classroom-based courses and aligned to all relevant local and state content standards, requires certificated employees and pupils to communicate in person, by telephone, or by any other live visual or audio connection no less than twice per calendar month to assess whether the pupil is making satisfactory educational progress, requires an evaluation if the pupil is not making satisfactory educational progress. Requires a written agreement between the CBIS program and the pupil. Specifies that if more than 10% of the total ADA of a school district, charter school, or COE is claimed then the amount of ADA for all pupils enrolled by that LEA that is in excess of 10% of the total ADA for the LEA be reduced, as specified. (EC 51749.5–51749.6)
- 15) Requires each chartering authority to do all of the following with respect to each charter school under its authority:
 - a) Identify at least one staff member as a contact person for the charter school;

- b) Visit each charter school at least annually;
- c) Ensure that each charter school under its authority complies with all reports required of charter schools by law, including the local control and accountability plan (LCAP) and annual update to the LCAP required pursuant to Section 47606.5;
- d) Monitor the fiscal condition of each charter school under its authority; and
- e) Provide timely notification to the CDE if any of the following circumstances occur or will occur with regard to a charter school for which it is the chartering authority:
 - i. A renewal of the charter is granted or denied;
 - ii. The charter is revoked; or
 - iii. The charter school will cease operation for any reason. (EC 47604.32)
- 16) Authorizes a chartering authority to charge for the actual costs of supervisorial oversight of a charter school not to exceed 1% of the revenue of the charter school. Authorizes a chartering authority to charge for the actual costs of supervisorial oversight of a charter school not to exceed 3% of the revenue of the charter school if the charter school is able to obtain substantially rent free facilities from the chartering authority. Authorizes a LEA that is given the responsibility for supervisorial oversight of a charter school by the SBE to charge for the actual costs of supervisorial oversight, and administrative costs necessary to secure charter school funding. (EC 47613)

FISCAL EFFECT: Unknown

COMMENTS:

Need for the bill. According to the author, "Upon the discovery of large scale fraud perpetrated by a number of nonclassroom based charter schools, the Legislature imposed a two-year moratorium on the establishment of new NCB charter schools in 2020, with a commitment to reform NCB charter schools during that time period.

One example of such fraud includes *People v. McManus*, where the San Diego County District Attorney's Office indicted 11 defendants in a fraud scheme involving nineteen A3 Charter Schools. A3 Charter Schools created a partnership with a little league summer sports program and enrolled little league players in their charter school during the summer months to generate state attendance funding, despite A3 Charter Schools having never provided instruction to these little league players. A3 Charter Schools also transferred pupils between charter schools in their network to collect more than one school year of funding per pupil. The A3 Charter Schools case revealed many weaknesses in the State's education system in the areas of pupil data tracking, auditing, and school finance.

There are also examples of NCB charter schools paying for multi-day family passes to Disneyland, paying for pupil courses at private religious organizations or schools, and paying uncredentialed instructors to provide instruction to pupils.

Loopholes in state law have allowed these unscrupulous practices at NCB charter schools to continue unchecked, wasting State taxpayer dollars. It is time for a correction in State law to halt the hundreds of millions of dollars in fraud and abuse recently seen among NCB charter schools. AB 1316 corrects flaws in current law and improves parity between independent study programs offered by school districts and NCB charter schools."

Background on charter schools. According to the CDE, as of April 2021, there are 1,294 charter schools in California, with an enrollment of over 675,000 pupils. Some charter schools are new, while others are conversions from existing public schools. Charter schools are part of the state's public education system and are funded by public dollars. A charter school is usually created or organized by a group of teachers, parents, community leaders, a community-based organization, or an education management organization. Charter schools are authorized by school district boards and county boards of education. A charter school is generally exempt from most laws governing school districts, except where specifically noted in the law. Specific goals and operating procedures for the charter school are detailed in an agreement (or "charter") between the authorizing board and charter organizers.

What is nonclassroom based instruction? Nonclassroom based instruction includes computer-based instruction using software modules, teacher-directed independent study, and traditional home school parents who enroll their children in independent study charter school programs.

A nonclassroom based charter school is defined as a school with less than 80% of its total ADA that is classroom based, in which instruction takes place in a classroom setting. As of April 2021, there were 304 charter schools considered to be NCB. Of that number, 105 charter schools self-identified as providing exclusively virtual or primarily virtual instruction.

Existing law defines charter school nonclassroom based instruction as instruction that does **not** meet the requirements of classroom-based instruction. Those requirements are:

- Charter school pupils are engaged in required educational activities and are under the immediate supervision and control of a certificated teacher;
- At least 80% of the instructional time offered by the charter school is at the schoolsite (defined as a facility that is used primarily for classroom instruction); and
- Pupil attendance at the schoolsite is required for at least 80% of the minimum instructional time.

What does research say about pupil academic achievement at NCB charter schools and virtual schools? Research indicates that students at NCB charters and virtual schools achieve lower rates of academic achievement compared to students at classroom based schools. One review notes, "By any measure, online charter schools perform significantly worse than traditional public schools, and this negative impact carries across every demographic of pupils. So while online schools are indeed needed for pupils whose requirements cannot be met by brick-and-mortar schools, it's clear that the quality of education offered by online charter schools is significantly below the state average. As public policy, legislators should be looking to limit the

number of students in online charter schools and should resist calls to expand this sector." (Lafer, 2021)

A 2015 national analysis of NCB charter schools found, "The differences were much larger between classroom-based and non-classroom-based charter schools with the nonclassroom-based charter schools having lower achievement. This result is consistent with a study of Ohio charter schools that found virtual schools performing poorly relative to traditional public schools (TPSs) and other charter schools (Zimmer, et al., 2009). It is consistent as well with findings for Pennsylvania, which has among the highest proportion of online charter pupils. The CREDO (2011) report on Pennsylvania charter schools found that all eight cyber schools then operating performed significantly and substantially worse on both mathematics and reading than TPSs." (Epple, et al., 2015)

The following chart shows the California statewide average student achievment at traditional brick and mortar schools, versus the average pupil performance at online charter schools. This data excludes all schools that mainly serve pupils who are credit deficient (known as DASS alternative schools), however, when DASS schools are included the difference in pupil performance between classroom based schools and online charter schools is even more significant.

Academic Performance, Online Charter Schools, and Statewide Average, Except Alternative Schools

	California statewide average (excluding DASS alternative schools)	Online charter schools (excluding DASS alternative schools)
Distance from Standard, English Language Arts/Literacy	-2	-17.3
ELA Percentile Rank		43.5%
Distance from Standard, Math	-30.4	-78.4
Math Percentile Rank		20.9%
Career & College Readiness	45.5	18.2
Career/College Percentile Rank		37.7%
Graduation Rate	88.5	73.1
Graduation Rate Percentile Rank		23.2%

(Source: In the Public Interest (Lafer, 2021))

Numerous studies indicate online instruction is not as effective as regular classroom instruction:

• A 2011 study of charter school performance in Pennsylvania by the Center for Research on Education Outcomes (CREDO) at Stanford University found that each of that state's 8 online charter schools ("cyber schools") significantly underperformed brick and mortar schools and regular (non-virtual) charter schools in reading and math.

- A CREDO study in 2015 concluded that the learning deficit of virtual schools is equivalent to receiving 180 fewer days of math instruction and 72 fewer days of reading instruction. The study's author said that the learning in math was so small that it was "literally as though the student did not go to school for the entire year."
- A year review of virtual schools in Wisconsin by the Gannett Wisconsin Media Investigative Team found that pupils receiving online instruction "often struggle to complete their degrees and repeat grades four times as often as their brick-and-mortar counterparts," and they "trail traditional students in every subject but reading."
- A 2011 report from the Office of the Legislative Auditor in Minnesota reported that fulltime online pupils were more likely to completely drop out of school and made less progress on state standardized math tests than pupils in traditional schools.
- A 2011 report from the Ohio Department of Education rated only three of Ohio's 27 virtual schools as "effective" or "excellent."
- A 2006 performance audit by the Colorado Department of Education of that state's virtual schools found that, "in the aggregate, online students performed poorly on the CSAP (Colorado State Assessment Program) exams and had higher repeater, attrition, and dropout rates."

A report by In the Public Interest (*Virtual Public Education in California*, 2015) focused specifically on California Virtual Academy (CAVA) schools, and concluded that "students at CAVA are at risk of low quality educational outcomes, and some are falling through the cracks entirely, in a poorly resourced and troubled educational environment." Among the concerns identified by the report are the following:

- In every year since it began graduating pupils, except 2013, CAVA has had more dropouts than graduates.
- Pupils are eligible to be counted as having attended with as little as one minute of log in time each day.
- K12 California (the California subsidiary of K-12, Inc.) pays itself for services out of CAVA school bank accounts that it (K12 California) manages.
- Competitive bidding is prohibited: K12 California contractually prohibits CAVA schools from seeking another vendor for services that K12 California is willing and able to perform.
- CAVA teachers report that the "vast majority" of the work they do is clerical, preventing them from spending sufficient time teaching.

- Limited local control: individual CAVA location governing boards operate under contract to K12 California and do not "have much leeway in terms of budget, program and contracting decisions independent from K12 California."
- K12, Inc. charges CAVA schools more than they can reasonably pay for administrative and technology services. The shortfall is covered by "budget credits" that are extended by K12, Inc., which results in a "perpetual debt" relationship between CAVA schools and K12, Inc.
- CAVA pupils have lower academic achievement, higher dropout rates, and higher turnover than pupils enrolled in brick-and-mortar schools.

Virtual schools have consistently been shown to underperform brick-and-mortar schools by wide margins. At the same time, California has invested heavily in policies to improve pupil outcomes, including the adoption of rigorous academic content standards, assessments aligned to those standards, and the use of evaluation rubrics (the "California School Dashboard") to monitor school and district performance and identify districts for targeted assistance.

Recent A3 Charter Schools fraud case reveals significant weaknesses in nonclassroom based charter school law. In People v. McManus the San Diego County District Attorney's Office indicted 11 defendants in a fraud scheme involving nineteen charter schools (A3 Charter Schools). The case revealed many weaknesses in state public charter school law in the areas of pupil data tracking, auditing, school finance, and oversight, which resulted in A3 schools repaying more than \$210 million, 13 houses, and numerous shares in third-party companies.

- Lack of pupil data tracking. Currently, charter schools submit aggregate attendance data for each school without any information about individual pupils. Oversight agencies do not maintain individual pupil data about enrollments in charter schools they oversee for state funding purposes. One A3 charter school was found to be paying a private company to recruit and collect personal information from pupil athletes. The school then enrolled the athletes in the charter school without their knowledge—thereby fraudulently generating ADA—and paid the recruiting company a portion of the public funds generated as a finder's fee.
- *Multi-track calendar abuses*. The A3 schools were found to have deceived the state into paying them significantly more funds by manipulating the "multi-track year round calendar," which charter schools are currently authorized to use. The A3 schools would (1) run a fake summer school to collect funding for pupils that never knowingly enrolled, (2) inflate their fraudulent summer school attendance numbers—to the tune of about 60 percent—by offering fewer days of fake summer school instruction, and (3) transfer pupils between different A3 schools, increasing attendance fraudulently by another roughly 40 percent.
- Lack of meaningful audit requirements. The annual audits required by law found little to no malpractice by A3 schools. First, auditors are not required to complete any specialized upfront or ongoing training in school finance or law to audit a charter school. Second, charter

schools can choose their auditors—A3 schools were shown to have fired their auditing firms and hired less experienced firms in the rare event that audit findings were made. Third, NCB charter schools are allowed to pick their own samples of pupil documentation showing compliance with independent study laws—enabling A3 to hide the fraudulent aspects of their operation from auditors. Fourth, auditors are not required to audit the education program received by pupils, only compliance with documentation. In the A3 schools, many children were enrolled from sports teams believing they were participating in a fundraiser and had no knowledge they were enrolled in a charter school at all.

- Flawed funding determination process. While existing law requires that NCB charter schools only receive full funding in exceptional circumstances—when at least 80% of funding is spent directly serving pupils—the current funding determination process essentially funds all schools at 100%. This is because existing regulations define "instructional and related services" very broadly and charter schools can meet these spending benchmarks without necessarily spending money on pupils. Further, NCB charter schools are only required to request a funding determination, and provide compliance documentation to the SBE, every five years.
- Perverse financial incentives for charter school authorizers. Existing law allows charter authorizers to collect oversight fees from charter schools under their authority but does not require authorizers to demonstrate that the fees are spent on meaningful school oversight. Small school districts that approve NCB charter schools serving pupils not located in the district can earn significant oversight fees—creating a built-in incentive to overlook poor charter school practices. For example, Dehesa Elementary School District approved over ten charter schools all providing NCB programs. The district's oversight fees for the 2017-2018 school year were more than its entire expenditures for all employees hired by the district. When the district learned of improprieties from their charter schools it took no meaningful action. Ultimately, the district collected the oversight fees and only acted to revoke the A3 Charter Schools under its authority once law enforcement was involved.

The chart below illustrates a sampling of current small school districts that have authorized large numbers of nonclassroom based charter schools.

School District Name	School District ADA	Authorized Charter School ADA	
New Jerusalem Elementary	22	4,500	
Oro Grande	109	3,738	
Dehesa Elementary	145	8,532	
Maricopa Unified	300	6,067	
Julian Union Elementary	311	3,502	
Campbell Union	876	6,417	

Acton-Agua Dulce Unified	1,080	13,775	
Acton-Agua Duice Onnieu	1,000	15,775	

(Source: California School Board Association)

Some homeschool charter schools give education dollars to parents. The term homeschool has traditionally been used to describe private homeschool instruction. Some homeschool parents choose to enroll their children in NCB charter schools. When a pupil enrolls in any public charter school, that pupil becomes a public school pupil and is no longer a private school homeschool pupil. Some NCB charter schools cater to these families and offer to share state funding with parents or allow parents to direct how their children's homeschool funds are spent.

The Horizon Charter Schools website advertises that they offer "More Student Funds for Educational Needs" and states, "Since we're a public charter school, there are never any tuition fees and most classes, study trips and educational materials can be paid for with your state-provided student funds. To help families get even more from their homeschooling experience, this year we raised the amount of funds you have to spend -- \$2,600 per K-8th grade student and \$2,800 for high school students. That's \$1,000 more per student than the previous years and more than most other area charter schools provide. In addition, funds can be shared between family members, providing even greater flexibility and choices for parents."

Feather River Charter School, which is part of the Inspire Public Schools, provides the following description of the instructional funds available to pupils on their website:

	Enrollment Date	Total Fund Amount	Funds upon Enrollment	Funds available December 1, 2019
TK-8 th grade	July 1-October 9, 2019	\$2,600	\$1,500	\$1,100
High School	July 1-October 9, 2019	\$2,800	\$1,700	\$1,100

Inspire describes the appropriate use of these funds to include but not be limited to the following:

Product

- Academic Enrichment Materials
- Curriculum
- Technology Items
- Educational Field Trips

Service

- Fine Art Lessons & Classes
- Performing Art Lessons & Classes
- Academic Enrichment Classes
- Tutoring Services
- Driver's Education Courses
- Cooking Classes
- Gardening Classes
- Reading and Writing Classes
- STEM Classes

Investigative journalism found examples of inappropriate use of public school funds through vendor contracts. Investigations into the operations of a few NCB charter schools regarding possible inappropriate use of public school funds are on-going. A 2019 investigation by the San Diego Union Tribune found:

- Trips to Disneyland and SeaWorld. "In California, there's a way parents can use money from the government to buy multi-day Disneyland Park Hopper passes, San Diego Zoo family memberships, tickets to Medieval Times and dolphin encounters at SeaWorld. There are a handful of charter schools that give pupils' families as much as \$2,800 to \$3,200 tax dollars sent to the charter schools every year to spend on anything they want from a list of thousands of home-school vendors approved by the charters, according to the schools' websites. 'If you live in California and you're not taking advantage of this, I don't know what to say,' said Karen Akpan, a home-school charter parent of four who lives in Beaumont. She wrote a recent blog article describing how she used the educational funds to pay for a family trip to Disneyland, Chicago CityPASSes and Legoland tickets, as well as computer coding kits, educational toys, books and subscription cooking kits for her kids."
- California is the only state paying for these types of services. "I don't know of any states where they're paying for the kinds of things they're paying for in California,' said Mike Smith, president of the Home School Legal Defense Assn. a national group that advocates for home-schooling families. 'Those schools don't have as many fixed costs as a school that would have a large campus, paying for heat and custodians and all of that. But yet, they get the same amount of money per student from the state,' said Stephanie Hood, a charter school adviser with the Homeschool Assn. of California. It is relatively easy for home-school charters to recruit pupils, because enrollment happens online and families can request vendors near where they live. Valiant advertised enrollment to families in 34 counties on its website, even though its schools were authorized to operate in only three counties. 'As you know, that's why some of the problems have occurred, because there's so much money in it,' Smith said. 'It's very easy to do. ... It's just ripe for the kind of things that are going on.'"

- Public education dollars spent at private schools. Some charter school vendors are businesses or nonprofits that cater to home-schoolers and operate like private schools in that they charge tuition and employ their own teachers, who often are not credentialed by the state. Some vendors provide a wide variety of classes, ranging from electives such as sewing and cooking, to core classes such as traditional English, math and science. Many of these vendors do not call themselves schools, but rather enrichment centers, learning centers, home school co-ops or tutoring academies. Some larger vendors, such as Homeschool Campus and Discovery of Learning, have several campuses, often at churches. Enrolling in a home school charter can allow the pupil to use the charter school's funds to pay the tuition for these schools, if their assigned charter schoolteacher approves it.
- Public education dollars spent at religious schools. There also are religiously affiliated vendors, like the Christian-owned Eden Learning Academy, which until recently said on its website that it is based on a 'Christian Worldview,' or the Christian Youth Theater, which says on its website that part of its objective is to 'share the love of Christ in word and deed." Inspire Charter School lists Eden Learning Academy and the Christian Youth Theater as vendors on their website.

Funding determination. As noted earlier in this analysis, NCB charter schools are required to obtain a funding determination that is approved by the SBE. This funding determination establishes the percentage of funding the NCB charter school will receive compared to all other traditional classroom based schools. Most charter schools apply for a 100% NCB funding determination. To do so, they must meet the following criteria:

- Spend at least 40% of total public revenue on instructional certificated salary and benefits;
- Spend at least 80% of total public revenue on instruction related services; and,
- Not exceed a 25:1 pupil to teacher ratio.

As of April 2021, only two NCB charter schools receive less than a 100% funding determination. This indicates that despite the analysis performed by the CDE and SBE, the process is not working as intended.

A 2021 report by In the Public Interest illustrates the possible profiteering permitted by the flawed funding determination system at California's NCB charter schools. The report states:

Overpayment for online charter schools is dramatically illustrated in the case of Connections Academy and its parent corporation Pearson. Alongside the Connections Academy schools, Pearson also operates an online private school, the Pearson Online

Academy, for Americans stationed abroad who want their children to get an American education or for those in states that do not allow charter schools.

The curriculum for Pearson Online Academy and California Connections Academy schools are the same – both the list of courses and the description of each course's content are virtually identical in both schools. Indeed, when asked if the two schools 'classes are sufficiently similar so that a student could seamlessly transfer between one and the other in the middle of a school year, a Pearson company representative stated that the courses line up "apples to apples – so close it's ridiculous." Another Pearson representative explained that "the private side [Pearson Online Academy] writes the curriculum for the Connections side," and as a result "transferring credits is no problem."

But while the product may be the same, the costs for these courses are dramatically different. California taxpayers pay approximately \$10,300 for every student who attends a Connections Academy school. By contrast, the tuition for enrolling in the Pearson Online Academy is just \$4,800 for an elementary school student, \$5,880 for middle school, and \$6,880 for high school. It seems then that California taxpayers are paying a markup of at least 35 percent (approximately \$3,500 per student) above all costs, including reasonable profit. So across all the schools in this chain, California taxpayers are wasting over \$22 million per year.

In other words, if the state of California simply paid all Connections Academy students to attend Pearson's private online school, taxpayers would save over \$22 million per year.

Audit standards. The A3 Charter case illustrated many faults in the way that charter schools are audited compared to school districts.

- Current law allows charter schools to be audited as nonprofit corporations rather than as
 governmental entities. Nonprofit corporation audits are not nearly as detailed as
 governmental entity audits. This bill creates parity between charter schools and school
 districts with regard to audit procedures and schedules so that charter school audits will
 be as detailed as school districts, and use the Standardized Account Code Structure
 required of school districts.
- Current law does not require school district and charter school auditors to receive any
 special training on auditing schools. This bill requires training for school district and
 charter auditors as a condition of their licensure and updates the audit peer review process
 to include school audits.
- The law does not provide the CDE the authority to investigate wrongdoing among school
 districts and charter schools. The federal government has established an Office of the
 Inspector General at each federal department, including the Department of Education.
 This bill emulates the federal process and creates the Office of Inspector General at the
 CDE.

• Current law does not direct auditors to review many aspects of independent study programs at charter schools. This bill updates the audit guide to include sampling guidance, minimum school day, time value of pupil work, pupil to teacher ratios, the 25 largest monetary transfers, and pupil attendance.

Independent Study. School districts, COEs and charter schools are authorized, but not required, to offer an IS program. Current law provides two options. The first, Independent Study, established in 1989, is the most popular option. The second, Course Based Independent Study, established in 2014, was utilized by approximately 1,000 pupils statewide in the 2019-20 school year. LEAs may administer either, both, or neither program type. IS is the program through which NCB charter schools provide instruction. If either program is offered, it may be done through a variety of formats for pupils in kindergarten through grade 12.

- As a program or class within a comprehensive school;
- Through an alternative school or program of choice;
- Through charter schools;
- In a home-based format;
- Short term (not less than five days);
- Through online courses;
- As an accommodation for pupil travel;
- As special and/or advanced courses; or
- A credit recovery method.

For the most utilized program, IS, local boards or bodies that agree to offer pupils the option of IS as an instructional delivery alternative must make it voluntary. Then they must establish and adopt board policies, including the maximum length of time between assignment and due date, the number of missed assignments that require an evaluation of whether the pupil should remain in IS. They must also have the current written agreement containing all required elements on file for each pupil. The written agreement may be for a term no longer than one year, and is required include the beginning and end dates of the agreement, list of subjects/courses in which the pupil is enrolled and number of course credits to be earned, the methods of evaluation that will be used to determine if the pupil met the learning objective, processes for returning assignments to teachers, among other provisions.

The IS program for each pupil is coordinated and evaluated under the general supervision of an employee of the school district, COE, or charter school who possesses a valid certification document or an emergency credential. There is no minimum requirement or standard for teacher-pupil contact; a pupil may go an entire semester without seeing their teacher. School

districts, COEs, and charter schools may claim apportionment credit for IS only to the extent of the time value of pupil work products, as personally judged in each instance by a certificated teacher. IS teachers are required to be employees of the school district, charter school, or COE who possess a valid certification document. Current law establishes options to calculate the ratio of ADA for independent study pupils to certificated employees, but the options are different for school districts, COEs, and charter schools.

CBIS also requires a board policy and written agreement, and the requirements of both are largely more rigorous than the other IS program. Courses must be annually certified by the governing board of body school district, COE or charter school to be of the same rigor and educational quality as equivalent classroom-based courses, and must be aligned to all relevant state and local content standards. Courses are taught under the general supervision of certificated employees who hold the appropriate subject matter credential, and are employed by the school district, charter school, or COE at which the pupil is enrolled, as specified. Certificated employees and pupils are required to communicate in person, by telephone, or by another live visual or audio connection no less than twice per calendar month to assess whether each pupil is making satisfactory educational progress. If satisfactory educational progress is not being made, the parent/guardian is required to be contacted and an evaluation is conducted to determine whether it is in the best interest of the pupil to remain in the course or whether they should be referred to another program.

Beginning with the 2022-23 school year, this bill creates parity between charter schools and school districts by establishing a single set of criteria for Independent Study (IS) including:

- Frequency of teacher and pupil contact including tiered re-engagement;
- Mode of teacher communication via in-person, live visual or audio connection;
- Minimum school day;
- Requirement to offer an in-person option as an alternative to serve pupils with exceptional needs and struggling pupils; and
- Metrics for ending a pupil's IS agreement.

A conflict exists in current statute regarding special education pupils in NCB charter schools. This bill corrects an existing conflict in State statute. Currently, some NCB charter schools that do not have an in-person instructional option, counsel pupils to return to their home school district for in-person instruction when independent study isn't the appropriate placement for that

pupil. The education budget trailer bill of 2019, however, prohibited charter schools from counseling students out of charter schools for any reason. In order to ensure that NCB charter schools are able to serve all pupils who wish to attend, this bill requires NCB charter schools to offer an in-person option if independent study is not a suitable placement. This is consistent with state and federal law for pupils who have an Individualized Educational Program (IEP), for whom all LEAs and charter schools are required to provide whatever services are called for in a pupil's IEP.

Teacher assignments, school calendars, and pupil attendance. Current law requires IS programs to operate with specified pupil to teacher ratios. Some charter school networks, however, have exceeded these ratios by assigning teachers different groups of pupils at multiple schools. While on paper, it appears that a teacher has a 25-to-one pupil-to-teacher ratio at a single school, in reality, the teacher has a much higher pupil-to-teacher ratio across their entire teaching assignment at multiple schools. This bill requires parity in pupil-to-teacher ratios in independent study programs across a teacher's assignment.

The A3 Charter School case demonstrated the ability of schools to manipulate their calendars to collect far more than one year of attendance funding per pupil from the State. The A3 Charter School used the multitrack year round calendar to run a summer program and erroneously enrolled little league players over the summer months, enrolled them without their parents knowledge, and collected attendance funding without providing any instruction to these children. Further, A3 Charter Schools transferred students between multiple schools in their network over the summer months, using the multitrack year round schedule, and altered their calendar, to collect much more than one year of attendance funding per student. This bill prohibits multi-year-round track calendars for school districts and charter schools to protect the State from paying more than one year of attendance per pupil. The bill further provides a SBE waiver in the case of severe facility shortages, for example those facility shortages seen in Elk Grove Unified School District.

AB 1507 (Smith, McCarty, O'Donnell) in the 2019-20 Session, prohibits NCB charters from establishing satellite facilities outside the boundaries of the district in which they are authorized. Due to the fact that these schools cannot establish facilities in adjacent counties, this bill proposes to permit NCB charter attendance only within the county in which the school is authorized to facilitate increased in-person instructional opportunities. With the attendance boundary more closely matching the area in which the school is authorized to have facilities, more children will be afforded the opportunity to have in-classroom learning opportunities.

CALPADS and ADA data systems. The State's attendance accounting system is not connected to the California Longitudinal Pupil Achievement Data System (CALPADS). In other words, when a charter school or school district submits its ADA information to the State, that ADA is not reported along with pupil identification. The State, therefore, does not know for which pupils ADA is being claimed when it processes attendance apportionments. Current law prohibits a school from claiming more than one year of attendance per pupil, however, more than one year of attendance can be paid per pupil if the pupil attends more than one school. This bill requires, by January 2024, the CDE to study the feasibility of connecting CALPADS and the attendance accounting system to allow the State to determine when a pupil generates more than one year of

attendance within one calendar year. This is the only way for the State to know precisely when one year of attendance has been generated for a particular pupil, and when the State is paying more than one year of attendance per pupil, per year.

Small district authorizers. Most NCB charter schools are authorized by small rural school districts. Many of these small districts are stretched thin with regard to staff, and in some cases the Superintendent holds many roles like math teacher and school bus driver. These small districts do not have the capacity to provide meaningful charter school oversight. In some cases, these small school districts authorize NCB charter schools as a means to balance their district budgets, through the collection of oversight fees. There are very small school districts authorizing large NCB charter schools. For example, as outlined in the chart on page 12, there is a school district with 22 district ADA that has authorized 4,500 in charter school ADA. Another district with 1,000 district ADA has authorized over 13,000 in charter school ADA. This bill matches the capacity of small school districts to provide meaningful charter oversight and permits NCB charter schools to be authorized as follows:

- School districts < 2,500 in Average Daily Attendance (ADA) may authorize NCB charters up to 100% of district ADA;
- School Districts of 2,500-5,000 ADA may authorize NCB charters up to 2,500 ADA; and
- School Districts of 5,000-10,000 ADA may authorize NCB charters up to 50% of district ADA.

These requirements will significantly limit, and in some cases stop, the authorization of NCB charters by districts less than 2,500 ADA, and will slow the growth of authorization of NCB charters at districts between 2,500-10,000 ADA.

Authorizer oversight and oversight fees. Charter school authorizers play a vital role in providing oversight over both the academic and fiscal aspects of the charter schools they authorize. In order to provide better oversight, this bill requires increased targeted oversight by authorizers in the following areas:

- Attendance accounting;
- Pupil to teacher ratios; and
- Time value assigned to pupil work.

In order to compensate authorizers for these increased oversight responsibilities this bill proposes to increase oversight fees from 1% of the charter school's revenue (current law) to 3% of the charter school's revenue by July 1, 2023.

Charter school authorizers have very few resources for technical assistance and support of their charter authorizing and oversight work. A few charter authorizers have an office of staff focused on charter school authorizing and oversight, however most authorizers are so small that they do not have any dedicated charter school staff. In the past, these LEAs have relied on the assistance of the Charter Authorizer Regional Support Network (CARSNet), while the program was funded

with a federal grant. Through CARSNet, authorizers received training and attended conferences to polish their expertise in authorizing and oversight. During its tenure, CARSNet held 67 regional trainings and conferences with nearly 1,300 participants from across California. The federal grant funding expired and the program lapsed over the last few years.

This bill proposes to re-establish the program as the Charter Authorizing Support Team managed by the Fiscal Crisis Management and Assistance Team (FCMAT). This program will provide the necessary training and technical assistance that charter authorizers need as they consider charter school petitions and provide meaningful oversight of the charter schools they authorize.

Arguments in support. The San Diego District Attorney states, "AB 1316 is a tremendous step forward to reforming California's education system. Many of the proposed reforms, if implemented, would have prevented the fraud in *People v. McManus* from occurring, or would have severely mitigated losses to the State. We emphatically support AB 1316, especially the following proposed measures:

- AB 1316 establishes the office of Inspector General to give the state the ability to provide its own oversight of potential fraud and theft of public funds by public education entities.
- AB 1316 significantly revises the auditing procedures for the California public-school system to include common sense reforms like continuing education, auditor generated sampling and disclosure of related party transactions.
- AB 1316 recognizes the importance of the student master agreement (which serves as the legal justification to obtain public funds) by requiring parties to sign the agreement under penalty of perjury. In *People v. McManus* teachers, at the direction of defendants signed student master agreements for students they did not know giving defendants a ticket to collect millions from the state. Also, well intentioned parents signed student master agreements to help their child fundraise without understanding the legal significance that the documents changed their child's academic placement and educational record for life.
- AB 1316 eliminates the multi-track calendar system in most circumstances. The multitrack calendar system was the primary means used by the defendants in *People v. McManus* to obtain fraudulent attendance revenue from sports teams over the summer.
- AB 1316 defines the length of a school day for charter schools to receive funding. Due to a lack of clarity and enforcement of existing law, the defendants in *People v. McManus* collected public funds for full school days when students only participated in short sports practices.
- AB 1316 requires third-party vendors providing instruction to students to be qualified.

- AB 1316 limits the ability for a school district to authorize a charter school with nonclassroom-based attendance significantly larger in number than its own student body. Oversight is fundamental to ensuring students are protected and authorizers cannot provide meaningful oversight of schools significantly larger than themselves.
- AB 1316 further clarifies existing law that oversight fees are a reimbursement mechanism—school district authorizers may only legally charge for the actual costs of oversight services provided up to a set percentage and cannot profit from oversight fees from charter schools.
- AB 1316 eliminates the ability for a charter school to enroll students in adjacent counties. The geographic scope of all adjacent counties makes oversight impracticable for most school districts.
- AB 1316 implements a competitive bidding process for charter school vendors like other public educational agencies. This will significantly reduce the risk of related party transactions and fraud."

Arguments in opposition. The California Charter Schools Association states, "AB 1316 would require all NCBs to offer a parallel site-based program for all high school students and any student who is not succeeding in the independent study setting. This nonsensical and wasteful approach to offering an alternative to traditional classroom-based programming is even more troubling given the significant constraints on physical operations of NCBs just imposed in AB 1507. By further limiting the geographic scope of enrollment and capping enrollment relative to district size, AB 1316 upends the reforms recently imposed in AB 1507 and would require even more operational restructuring and reorganization, without any evidence the reforms in AB 1507 are working. AB 1316 would mandate funding cuts for all NCBs solely based on the level of classroom instruction, without any quantifiable evidence that correlates to student academic success with in-person instruction. These students have chosen alternative instructional models because they are not academically successful in a classroom-only learning environment. Mandating program cuts without regard to program effectiveness or individual student needs, and based on a single metric, will severely limit the capacity of schools to provide meaningful, innovative and flexible learning opportunities to the most disenfranchised students in California, as well as undermine student success and increase the state's school dropout rate.

AB 1316 ignores the good work and commitment that NCBs offer their community. It is important to note that during the pandemic, all schools became "nonclassroom-based", and many of the leaders in this charter sector openly offered best practices, support and resources to other charter schools and traditional school districts to transition to a more successful distance learning environment for all of California students. These schools were also held to their pre-pandemic requirements for student progress and attendance reporting. We must be careful not to "throw the baby out with the bathwater" as we consider what narrow additional controls may be appropriate to further limit exposure to fraud.

New Audit and Fiscal Reporting and Oversight Requirements are Excessive and Duplicative. AB 1316 would overlay broad new fiscal and operational accountability on ALL charter schools by

ignoring the existing annual audit requirements, and the significant impact of fiscal and operational accountability reforms already implemented under AB 1505, AB 1507 and SB 126. By imposing the entirety of the Public Contract Code on charter schools, this bill would blatantly violate the recent agreement on which school district laws should apply to charter schools, and eliminate flexibility, a fundamental element of the charter school model. The new fiscal reporting requirements and audit provisions in this bill are particularly cumbersome and convoluted through the imposition of duplicative and wasteful oversight across many agencies, including independent auditors, charter authorizers, county offices of education, the California Department of Education (CDE) and the State Controller."

Committee amendments. Committee staff recommends the bill be amended as follows:

- 1) Correct a drafting error by removing COEs from the limitation on the number of NCB charters that can be authorized by an authorizing entity.
- 2) Clarify that continuing education training hours are required by all auditors of school districts, county offices of education and charter schools.
- 3) Prohibit payment to charter school employees or employees of an entity managing a charter school for courses completed by pupils; and prohibit gifts to teachers, students and parents for participation in school activities or meetings.
- 4) Clarify that charter schools are authorized to participate in all IS programs, in parity with school districts and COEs.
- 5) Require IS teachers to grade all pupil work; requires schools to keep all pupil work for 2 years for auditing purposes; and requires all pupil work to be dated.
- 6) Require auditors to verify addresses in IS master agreements and sample enrollment every attendance month instead of only one learning period.
- 7) Grandfather in NCB charter schools currently authorized by school districts outside the ADA requirements.
- 8) Authorize a pupil to transfer to a classroom based charter school operated by the same entity.

- 9) Require teachers to assign pupil work prior to the start of each learning period and prohibit the deletion of pupil assignments after the learning period has begun.
- 10) Require a teacher's time value assigned for pupil work to be under the penalty of perjury.
- 11) Technical clean up amendments.

Previous legislation. AB 2990 (C. Garcia) of the 2019-20 Session would have prohibited a charter school from providing financial incentives to a pupil or a parent of a pupil for educational enrichment activities; required a nonclassroom-based charter school to enter into an agreement for the provision of an educational enrichment activity only with a vendor that has been properly vetted and approved; required the governing body of a nonclassroom-based charter school to establish policies and procedures to ensure educational value, pupil safety and fiscal reasonableness before approving any contract for educational enrichment activities; and prohibited educational enrichment activity funds from being used for tuition at a private school or for activities, materials and programs that are religious in nature. This bill was held on the Assembly Floor.

AB 1505 (O'Donnell), Chapter 486, Statutes of 2019, established a two year moratorium on the establishment of nonclassroom based charter schools until January 1, 2022.

AB 1507 (Smith), Chapter 487, Statutes of 2019, prohibits charter schools from being located outside the boundaries of their authorizer and, authorizes nonclassroom-based charter schools to establish one resource center within the jurisdiction of the school district where the charter school is located.

SB 1362 (Beall) of the 2017-18 Session would have expanded the existing oversight requirements of, and increased the oversight fees that can be charged by, charter school authorizers; changed the charter petition review process for school district and COEs governing boards; added special education and fiscal and business operations content to the information that must be included in a charter petition; expanded the authority of a governing board to deny charter petitions; and, required the Legislative Analyst to submit a report to the Legislature on special education services by charter schools. This bill was held in the Senate Education Committee.

SB 329 (Mendoza) of the 2015-16 Session would have required a school district or COE, as part of its review of a charter petition, to consider 1) a report assessing its capacity to conduct oversight of the charter school and 2) a report of the anticipated financial and educational impact

on the other schools for which the school district has oversight obligations. This bill was held in the Senate Appropriations Committee.

AB 8 X5 (Brownley) of the 2009-10 Session, proposed comprehensive changes to the Education Code consistent with the federal Race to the Top (RTTT) program. This bill would have addressed the four RTTT policy reform areas of standards and assessments, data systems to support instruction, great teachers and leaders and turning around the lowest-achieving schools. This bill would have deleted the statewide charter school cap; proposed enhanced charter school fiscal and academic accountability standards. This bill was held in the Senate Education Committee.

REGISTERED SUPPORT / OPPOSITION:

Support

California Federation of Teachers California Labor Federation California School Employees Association California Teachers Association San Diego County District Attorney's Office

Opposition

360 Accelerator Education Partners

Academia Avance

Achieve Charter School of Paradise

Aerostem Academy (charter School)

Alder Grove Charter School

Alliance College-ready Public Schools

Alma Fuerte Public School

Alpha Public Schools

Ambassador Sanchez Public Charter

American River Charter School

Apex Academy

Arts in Action Community Charter Schools

Aspire Public Schools

Association of Personalized Learning Schools & Services (APLUS+)

Assurance Learning Academy

Audeo Charter School

Baypoint Preparatory Academy

Bella Mente Montessori Academy

Big Sur Charter School

Birmingham Community Charter High School

Blue Ridge Academy

Bright STAR Schools

Caliber Schools

California Charter Schools Association

California Connections Academy

California Pacific Charter Schools

Camino Nuevo Charter Academy

Century Community Charter School

Champs Charter High School of The Arts

Charter Schools Development Center

Chime Institute

Circle of Independent Charter School

Circle of Independent Learning Charter School

Citizens of The World Charter School

Citrus Springs Charter School

City Charter Schools

Clarksville Charter School

Clayton Valley Charter High School

Connecting Waters Charter Schools

Core Butte Charter School

Core Charter School

Creekside Charter School

Crescent View South, INC.

Crescent View West Public Charter School

Da Vinci Schools

Desert Sands Charter School

Desert Trails Preparatory Academy

Diego Hills Central Charter School

Ednovate

Educationimpact.us

Element Education

Elite Academic Academy

Empire Springs Charter School

Encore High School Charter School

Endeavor College Prep

Environmental Charter Schools

Epic Charter School

Escuela Popular

Evergreen Institute of Excellence

Excel Academy Charter School

Extera Public Schools

Family Partnership Charter School

Fenton Charter Public Schools

Five Keys Schools and Programs

Forest Charter School

Fusion Charter

Future Is Now Schools

Girls Athletic Leadership Schools Los Angeles

Global Education Collaborative

Goethe International Charter School

Golden Eagle Charter School

Gorman Learning Charter Network

Granada Hills Charter High School

Great Valley Academy Charter School

Great Valley Academy Salida

Greater San Diego Academy Charter School

Green DOT Public Schools California

Griffin Technology Academies

Grossmont Secondary School

Growth Public Schools

Guajome Schools

Harbor Springs Charter School

Harvest Ridge Cooperative Charter School

Hawking Steam Charter School

Heartwood Charter School

Heritage K8 Charter School

Heritage Peak Charter School

Hickman Charter School

Hickman Community Charter District

High Tech Los Angeles

Homeschool Concierge

Icef Public Schools

Ilead California Charter Schools

Innovation High School

Innovative Education Management

Intellectual Virtues Academy Charter School of Long Beach

International School for Science and Culture

Ivytech Charter School

James Jordan Middle School

John Adams Academy

John Muir Charter Schools

Julian Charter School

Kairos Public Schools

Kavod Charter School

Key Charter Advisors, LLC

Kid Street Learning Center Charter School

Kipp Bay Area Public Schools

Kipp Socal Public Schools

L.a. Coalition for Excellent Public Schools

LA Vida Charter School

Larchmont Charter School

Lashon Academy

Learn 4 Life

Learn 4 Life Concept Charter Schools

Learn4life Assurance Learning Academy

Learn4life Marconi Learning Academy

Learn4life Paseo Grande Charter

Learning for Life Charter School

Legislation Take Action

Liberty Charter High School

Lincoln Street Charter School

Literacy First Charter Schools

Long Valley Charter School

Los Angeles Academy of Arts and Enterprise

Los Angeles Leadership Academy

Los Feliz Charter School for The Arts

Matrix for Success Academy

Method Schools

Mirus Secondary School

Mission View Public Charter, INC.

Mission Vista Academy

Moxiebox Art INC.

Multicultural Learning Center

National Action Network

Natomas Charter School

Nevada City School of The Arts

New Designs Charter School

New Heights Charter School

New Horizons Charter Academy

New Millennium Secondary School

New West Charter

Northern United - Siskiyou

Northern United Charter Schools

Ocean Grove Charter School

Odyssey Charter Schools

Olive Grove Charter School

Opportunities for Learning - Baldwin Park

Opportunities for Learning Duarte, INC.

Options for Youth - San Gabriel

Options for Youth - San Juan

Options for Youth Charter School Duarte

Options for Youth Charter Schools

Options for Youth-acton

Options for Youth-victor Valley

Orange County Academy of Sciences and Arts

Orange County Workforce Innovation High School

Pacific Charter Institute

Pacific Community Charter School

Pacific Springs Charter School

Pacific View Charter School

Palisades Charter High School

Para Los Ninos

Partnership Schools of The Central Coast

Partnerships to Uplift Communities Schools

Pathways Charter School

Perseverance Prep

Plumas Charter School

Public Policy Charter School

Public Safety Academy of San Bernardino

Public Works Group

Puc National

Redwood Academy of Ukiah

Redwood Coast Montessori

Redwood Preparatory Charter

Renaissance Arts Academy

Resolute Academy

Rex and Margaret Fortune School of Education

Rio Valley Charter School

River Montessori Charter School

River Oaks Academy

River Springs Charter School

River Valley Charter School

Rocketship Public Schools

Samueli Academy

San Diego Cooperative Charter Schools

San Diego Workforce & Innovation High School- Lakeside and Lemon Grove

Santa Rosa Academy

Scholarship Prep Charter School

Sebastopol Independent Charter

Shasta Charter Academy

Shasta View Academy

Sherman Thomas Charter School

Sierra Charter School

Sky Mountain Charter School

Soar Charter Academy

Soleil Academy

South Sutter Charter School

Springs Charter Schools

Steller Charter School

Stem Prep Schools

Stockton Collegiate International Schools

Stride, INC.

Summit Public Schools

Sutter Peak Charter Academy

Sweetwater Secondary School

Synergy Academies

Temecula Preparatory School

The Charter School of San Diego

The Circle of Independent Learning

The Classical Academies

The Cottonwood School

The Learning Choice Academy Charter School

Tracy Learning Center

Twin Ridges Home Study Charter School

Uncharted Shores & Academy

Union Street Charter School

Urban Discovery Academy

Valley View Charter Prep

Vaughn Next Century Learning Center

Ventura Charter School of Arts and Global Education

Village Charter Academy

Visions in Education

Vista Charter Public Schools

Vista Real Charter High School

Vista Springs Charter School

Volunteers of America Community Education and Development Corporation

Vox Collegiate of Los Angeles

West Park Charter Academy

Western Sierra Charter Schools

Westlake Charter School

Wonderful College Prep Academy

Young, Minney & Corr, Llp

Youth Policy Institute Charter Schools

Yuba River Charter School

Numerous Individuals

Analysis Prepared by: Chelsea Kelley / ED. / (916) 319-2087



Kent

Susan

Vote: Susan; Aye, Kent; Aye

Item Carries 2-0.

Mot on: Second:

Elite Academic Academy - Lucerne March 4, 2021

Board Of Directors - Elite Academic Academy - Lucerne

T me: 9:04 a.m.

1.0 Call To Order

Ro Ca:

Susan McDouga, Kent Chr stensen

Present

Present

2.0 Approve/Adopt the Agenda

It is recommended the Board of D rectors adopt as presented the agenda for the Board Meeting of March 4, 2021.

3.0 Public Comment -Closed Session

The pub c has a right to comment on any items of the c osed sess on agenda. Members of the pub c w be permitted to comment on any other tem w thin the Board's jurisdiction under section 8.0 Pub c Comments at Board Meetings.

4.0 Adjourn to Closed Session

The board w cons der and may act on any of the C osed Sess on matters sted n Agenda Item 13.0.

5.0 Closed Session

The Board w consider and may act on any of the following tems in closed session; any act on taken in closed session w be reported in open session as required by aw.

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)

T me: 9:04 a.m.

6.0 Pledge Of Allegiance

Led By: Susan McDougal

7.0 Open Session

8.0 Public Comment

P ease subm t a request to speak to the Board of D rectors. Cards can be asked for by ema ng ga tam rano@e teacadem c.com. P ease comp ete and return the form for agend zed or non-agend zed tems, pr or to the meet ng. Not more than three (3) m nutes are to be a otted to any one (1) speaker, and no more than twenty (20) m nutes on the same subject. This port on of the agenda is for comments, recogn tions and reports to the Board and is not intended to be a quest on and answer period. If you have quest ons for the Board, please provide the Board President with a written copy and an administrator with provide answers at a later date.

9.0 General Functions

9.1 Informational Items

A. CEO Report

EAA-LU Feb. 2021 CEO report.pdf

9.2 Consent Agenda

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

A. Meeting Minutes from February 4, 2021

EAA-LU 02.04.2021.pdf

B. Warrant Register

Warrant Reg ster - Lucerne Feb 2021 wth Credt Card Jan21.pdf

10.0 Personnel Services

10.1 Temporary Certificated Hire

It is recommended that the Board ratify the following Temporary Certificated H refor E te Academic Academy - Lucerne.

20211119.pdf

10.2 Temporary Classified Hire

It is recommended that the Board ratify the following Temporary C assified Hire for Elite Academic Academy - Lucerne.

2021288.pdf

10.3 Contract Addendum

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

2021134.pdf

11.0 Business Services

11.1 Second Interim

It is recommended that the Board approve the Second Inter m for ${\sf E}$ te Academ c Academy - Lucerne.

Cash Graph_EAA LU_3-1-21.pdf

Summary Board Report_EAA-LU.pdf

2020-2021-CharterBUDGETandINTERIMReport ng-EAA LU_TEMPLATE 7-7-20_2nd Inter m.x sx

11.2 One time off schedule salary increase resolution

It is recommended that the board approve the One time off salary ncrease resolution for Elite Academic Academy - Lucerne.

One T me Off-Schedu e Increase E te Academ c Academy-Lucerne (1).pdf Kent Susan Mot on: Second:

Vote: Susan; Aye, Kent; Aye Item Carries 2-0

Kent Susan Mot on: Second:

Vote: Susan; Aye, Kent; Aye Item Carries 2-0

Kent Susan Mot on: Second:

Vote: Susan; Aye, Kent; Aye Item Carries 2-0

Kent Susan Mot on: Second:

Vote: Susan; Aye, Kent; Aye Item Carries 2-0

Kent Susan Mot on: Second:

Vote: Susan; Aye, Kent; Aye Item Carries 2-0

Kent Susan Mot on: Second:

Vote: Susan; Aye, Kent; Aye Item Carries 2-0

11.3 Student Chromebooks

It is recommended that the board approve the purchase of Student Chromebooks for E te Academ c Academy - Lucerne.

E teAcadem cAcademyQuote.pdf

11.4 Letter of Engagement for (CLA) Clifton Larson Allen Auditing Firm

It is recommended that the board approve the letter of engagment from CLA for the annual audit of Elite Academic Academy-Lucerne.

CLA Engagement Letter - LU.pdf

12.0 Educational Services/Policy Development

12.1 Alternative Graduation Policy

It is recommended that the board approve the following Alternative Graduation Policy for Elite Academic Academy - Lucerne.

A ternat ve Graduat on P an.pdf

12.2 Open Enrollment Window

It is recommended that the board approve our open enroment period from Apr. 1, 2021- Apr. 30, 2021 for E te Academic Academy- Lucerne.

2021_22 Open Enro ment W ndow - Open Enro ment W ndow.pdf

12.3 School Plan for Student Achievement

It is recommended that the board approve the following School P an for Student Achievement for Ellie Academic Academy - Lucerne.

SPSALucerne.docx.pdf

12.4 Addendum to the Employee Handbook

It is recommended that the board approve the following Addendum to the Employee Handbook for E te Academic Academy - Lucerne.

Addendum to Emp oyee Handbook (EAA-LU).pdf

12.5 Tutor Time Proposal

It is recommended that the board approve the Tutor T me Proposa to work on profess ona development and an integrated tutoring platform for our students in Elite Academic Academy - Lucerne.

E te Academy Tutor T me Proposa .pdf

13.0 Report of Action Taken in Closed Session

The Board w report any act on taken in closed sess on as required by aw.

14.0 Calendar

The next schedu ed meet ng s Apr 1, 2021 at 9:00 a.m.

15.0 Board Comments and Future Planning

T me: 9:37 a.m.

16.0 Adjournment

In comp ance with Government Code section 54957.5, open session materials as distributed to Board Members for review prior to a meeting may be viewed at the eleteacemic.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 ke alcopy of any record related to an item on the agenda, please contact administration.

Kent Susan Mot on: Second:

Vote: Susan; Aye, Kent; Aye Item Carries 2-0

Kent Susan Mot on: Second:

Vote: Susan; Aye, Kent; Aye Item Carries 2-0

Kent Susan Mot on: Second:

Vote: Susan; Aye, Kent; Aye Item Carries 2-0

Kent Susan Mot on: Second:

Vote: Susan; Aye, Kent; Aye Item Carries 2-0

Kent Susan Mot on: Second:

Vote: Susan; Aye, Kent; Aye Item Carries 2-0

Kent Susan Mot on: Second:

Vote: Susan; Aye, Kent; Aye Item Carries 2-0

Kent Susan Mot on: Second:

Vote: Susan; Aye, Kent; Aye Item Carries 2-0

Kent Susan Mot on: Second:

Vote: Susan; Aye, Kent; Aye Item Carries 2-0 In comp ance with the American with D sabilities 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 access bility 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.

Staff Present:
Meghan Freeman
Tracy Hasper
Carol McIntosh
Catherine Heredia
Gena Altamirano
Laura Spencer
Monique Waithe
Ashlea Kirkland
Adam Woodard
Evan Jorgensen

Date	Vendor Name	Account Name	Ref Number	Amount	
3/1/2021	Cherylyn Pasetto	Marketing	1029	\$200.00	
3/1/2021	Frontier	Phone / Internet / Website Fees	003Mar2021	\$293.75	
3/1/2021	Great American Insurance Group	General Liability Insurance	002Feb2021LU	\$1,342.03	
3/1/2021	Guardian	Health Insurance	003Mar2021	\$3,167.86	
3/1/2021	Hatch & Cesario, Attorneys-at-Law	Legal Fees	13507	\$5,650.00	
3/1/2021	SBCSS	STRS	02FebSTRS2021	\$63,083.79	
3/1/2021	Wildomar Valley Wood Products, Inc.	, C Rent - Facilities Lease	01Jan2021Lease-a	\$56.75	
3/2/2021	* 1-800-FLOWERS.COM INC.	Merchandise & Inventory	Credit Card 140	\$63.59	Reimbursed
3/3/2021	*1-800-FLOWERS.COM INC.	Merchandise & Inventory	Credit Card 140	\$53.86	Reimbursed
3/3/2021	PY *Sand Canyon Self Stor	Miscellaneous	Credit Card 140	\$189.00	
3/3/2021	Abby Zabby LLC	Educational Services	534361271	\$325.00	
3/3/2021	Aflac	Health Insurance	641883	\$693.75	
3/3/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	13CF-QYXR-GK1V	\$21.54	
3/3/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1P7L-X9YR-HR14	\$10.84	
3/3/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1C6V-LDXT-MDGF	\$155.09	
3/3/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1RRV-YLXQ-KYV4	\$41.49	
3/3/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1MLW-CCTD-G7MN	\$17.15	
3/3/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1V1L-9HPY-NC9K	\$29.08	
3/3/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1XVC-TT71-N1NT	\$57.98	
3/3/2021	Amazon Capital Services, Inc.	Technology Equipment - Staff	1QMN-F9Q3-63W1	\$70.07	
3/3/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1N4D-X1K9-3DKG	\$281.65	
3/3/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1TDL-1P16-DHVM	\$127.59	
3/3/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manu	als 1RJR-YGNN-JWTX	\$6.23	
3/3/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	19CV-LD7Y-J7KN	\$28.26	
3/3/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manu	als 1K34-D1R7-HMKM	\$23.30	
3/3/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manu	als 1WCV-1PQH-KR1J	\$6.23	
3/3/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1KDY-T7JM-R7FD	\$43.15	
3/3/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	19CV-LD7Y-QC6T	\$20.38	
3/3/2021	Amy Wheatley	Educational Services	WHE022221	\$270.00	
3/3/2021	AssetGenie, Inc.	Technology Services & Software - Education		\$149.00	
3/3/2021	Beth Allan-Bentley	Approved Core Curriculum, Teacher Manu	als BEN022321	\$112.28	
3/3/2021	Crafty School Crates	Approved Core Curriculum, Teacher Manu		\$99.84	
3/3/2021	Crafty School Crates	Approved Core Curriculum, Teacher Manu	als 18658	\$421.19	

3/3/2021 Desert Baseball Network** Educational Services	534361286	\$150.00
3/3/2021 EM Sports, LLC Educational Services	6152	\$100.00
3/3/2021 Home Science Tools Approved Core Curriculum, Teacher I	Manuals 1100283A	\$51.79
3/3/2021 Institute for Excellence in Writing Approved Core Curriculum, Teacher I	Manuals 764517	\$106.89
3/3/2021 Kayla Kendall Educational Services	KEN022321	\$339.00
3/3/2021 Lego Education Approved Core Curriculum, Teacher I	Manuals 1190452697	\$234.84
3/3/2021 Little Passports, Inc Approved Core Curriculum, Teacher I	Manuals 115209711	\$206.23
3/3/2021 McColgan & Associates, Inc Special Education Services	4056	\$11,980.26
3/3/2021 Mimeo.com, Inc Student Assessments	1717109	\$217.60
3/3/2021 Nickya Robertson Educational Services	ROB022321	\$364.32
3/3/2021 Nicole the Math Lady, LLC Approved Core Curriculum, Teacher I	Manuals 2998	\$20.00
3/3/2021 Oak Meadow, Inc Core Teaching/Student Supplies	117837	\$60.00
3/3/2021 Outschool, Inc. Approved Core Curriculum, Teacher I	Manuals 12345683359	\$89.00
3/3/2021 Rainbow Resource Center Approved Core Curriculum, Teacher I	Manuals 3294482	\$41.92
3/3/2021 Rainbow Resource Center Approved Core Curriculum, Teacher I	Manuals 3296202	\$96.46
3/3/2021 Rainbow Resource Center Approved Core Curriculum, Teacher I	Manuals 3306792	\$96.59
3/3/2021 Rainbow Resource Center Approved Core Curriculum, Teacher I	Manuals 3312606	\$54.59
3/3/2021 Rainbow Resource Center Approved Core Curriculum, Teacher I	Manuals 3312540	\$144.24
3/3/2021 Rainbow Resource Center Approved Core Curriculum, Teacher I	Manuals 3312604	\$56.90
3/3/2021 Rainbow Resource Center Approved Core Curriculum, Teacher I	Manuals 3312610	\$20.59
3/3/2021 Rainbow Resource Center Approved Core Curriculum, Teacher I	Manuals 3317046	\$315.96
3/3/2021 Santa Barbara Zoo Educational Services	040221LU	\$100.00
3/3/2021 Singapore Math Inc. Approved Core Curriculum, Teacher I	Manuals 406384	\$83.11
3/3/2021 Staples Business Credit Technology Equipment - Staff	7324637023-0-1	\$815.61
3/3/2021 Staples Business Credit Core Teaching/Student Supplies	7325078561-0-1	\$139.65
3/3/2021 Staples Business Credit Core Teaching/Student Supplies	7325078561-0-2	\$139.00
3/3/2021 Studies Weekly Approved Core Curriculum, Teacher I	Manuals 383057	\$32.27
3/3/2021 Tracy J Hasper Educational Services	HAS022221	\$339.00
3/3/2021 Write On! Webb Approved Core Curriculum, Teacher I	Manuals 1814	\$106.25
3/5/2021 MOLLY MAID OF SADDLEBACK Repair & Maintenance	Credit Card 140	\$118.00
3/5/2021 UNLIMITEDVILLE Bills & Utilities	Credit Card 642	\$249.00
3/5/2021 CUBESMART 713 Miscellaneous	Credit Card 2421	\$228.00
3/5/2021 Kent Christensen Board Stipends - Attendance	03Mar2021LU	\$300.00

3/5/2021	Susan Ann McDougal	Board Stipends - Attendance	03Mar2021LU	\$300.00
3/5/2021	Wildomar Valley Wood Products, Inc.	, D Rent - Facilities Lease	03Mar2021Lease	\$2,574.75
3/10/2021	Accelerate Education, Inc.	Approved Core Curriculum, Teacher Manu-	als 3325	\$2,210.00
3/10/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1WCV-1PQH-X9NW	\$86.28
3/10/2021	Damian Potrero Rosas**	Business Services	EAA09	\$45.00
3/10/2021	Danielle Woodard	Marketing	8	\$140.00
3/10/2021	Desiree Cassell	Approved Core Curriculum, Teacher Manu-	als CAS022521a	\$115.00
3/10/2021	Desiree Cassell	Approved Core Curriculum, Teacher Manu	als CAS022521	\$447.00
3/10/2021	Desiree Cassell	Core Teaching/Student Supplies	CAS022521b	\$128.65
3/10/2021	FlipSwitch Marketing LLC	Marketing	INVFM220	\$3,353.92
3/10/2021	HOPE CDC	Educational Services	342	\$12,134.36
3/10/2021	Home Science Tools	Core Teaching/Student Supplies	1101675A	\$61.97
3/10/2021	Jacinta Weitz	Educational Services	WE1022521	\$40.00
3/10/2021	Jacinta Weitz	Educational Services	WE1022521a	\$80.00
3/10/2021	Jostens	Core Teaching/Student Supplies	25603048	\$16.13
3/10/2021	Knight Security & Fire Systems	Fire, Alarm & Pest control	109148	\$40.00
3/10/2021	Lakeshore Learning Materials	Core Teaching/Student Supplies	3888920221	\$74.69
3/10/2021	McColgan & Associates, Inc	Special Education Services	4067	\$7,761.09
3/10/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manu	als 3312586	\$32.65
3/10/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manu	als 3312588	\$126.06
3/10/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manu	als 3312618	\$14.99
3/10/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manu	als 3312587	\$15.96
3/10/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manu	als 3312542	\$32.65
3/10/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manu	als 3312506	\$98.94
3/10/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manu	als 3312580	\$32.65
3/10/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manu	als 3312612	\$101.25
3/10/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manu	als 3312593	\$177.63
3/10/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manu	als 3317089	\$31.15
3/10/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manu	als 3317090	\$179.20
3/10/2021	School Pathways Holdings, LLC	Technology Services & Software - Educatio	na 140-INV0944	\$5,288.53
3/10/2021	Southern California Edison	Utilities - Gas/Electric/Water	003MarSCE2021LU	\$152.68
3/10/2021	Studies Weekly	Approved Core Curriculum, Teacher Manu	als 383507	\$32.35
3/10/2021	Yustina Nashed	Approved Core Curriculum, Teacher Manu	als NAS022521	\$29.90
3/12/2021	MOLLY MAID OF SADDLEBACK	Repair & Maintenance	Credit Card 140	\$118.00

2/12/2021	Accable Inc	Educational Services	INVACE115	¢267.F0
3/12/2021	Aceable, Inc			\$367.50
3/12/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1Y74-3Q7Q-GQFP	\$21.59
3/12/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1P1N-6YF1-C3WK	\$293.42
3/12/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	197H-XWCC-GQY6	\$119.87
3/12/2021	Amazon Capital Services, Inc.	Materials & Supplies - Office	1RGW-MMNT-TXTM	\$89.42
3/12/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1H3L-3G4X-D6HW	\$163.00
3/12/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1QDP-M3JK-GQ1X	\$91.49
3/12/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manual		\$32.94
3/12/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1H3L-3G4X-R1H3	\$202.11
3/12/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1HCK-H1DH-WH96	\$91.26
3/12/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1JWN-9PJK-HHFQ	\$140.99
3/12/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1KW3-GRYT-HKVG	\$35.55
3/12/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1KW3-GRYT-HVV3	\$532.78
3/12/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1NGG-VNWD-4FHK	\$107.68
3/12/2021	Blick Art Materials	Core Teaching/Student Supplies	5831515	\$197.93
3/12/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manual	s 31112493	\$188.56
3/12/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manual	s 31113363	\$52.11
3/12/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manual	s 31114335	\$970.20
3/12/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manual	s 31115444	\$232.20
3/12/2021	Cece's Artistic Touch	Educational Services	534370268	\$440.00
3/12/2021	Cece's Artistic Touch	Educational Services	534372716	\$220.00
3/12/2021	Cece's Artistic Touch	Educational Services	340	\$40.00
3/12/2021	Department of Justice	Fingerprinting	499849	\$32.00
3/12/2021	EM Sports, LLC	Educational Services	6171	\$150.00
3/12/2021	EM Sports, LLC	Educational Services	6163	\$200.00
3/12/2021	EM Sports, LLC	Educational Services	6182	\$150.00
3/12/2021	EM Sports, LLC	Educational Services	6224	\$200.00
3/12/2021	EM Sports, LLC	Educational Services	6245	\$200.00
3/12/2021	Kenneth Hu	Educational Services	HU030221	\$225.00
3/12/2021	Lakeshore Learning Materials	Core Teaching/Student Supplies	4020520221	\$39.83
3/12/2021	Lakeshore Learning Materials	Core Teaching/Student Supplies	4161110221	\$89.29
3/12/2021	Lorna Jenkins	Educational Services	534372719	\$37.00
3/12/2021	MEL Science U.S., LLC	Approved Core Curriculum, Teacher Manual	s MS2021020801	\$314.10
3/12/2021	Michelle Wood	Educational Services	WOO030221	\$240.00
				•

3/12/2021	Michelle Wood	Educational Services	WOO030221a	\$320.00
3/12/2021	Mimeo.com, Inc	Core Teaching/Student Supplies	1720397	\$43.97
3/12/2021	Nature-Watch	Core Teaching/Student Supplies	157544A	\$167.50
3/12/2021	Nicole the Math Lady, LLC	Approved Core Curriculum, Teacher Manua	als 3036	\$49.00
3/12/2021	Outschool, Inc.	Approved Core Curriculum, Teacher Manua	als 12345684070	\$300.00
3/12/2021	Papers Scissors Stone	Core Teaching/Student Supplies	6573	\$51.25
3/12/2021	Papers Scissors Stone	Core Teaching/Student Supplies	6574	\$206.07
3/12/2021	Prime Educational Solutions	Special Education Services	1024	\$8,000.00
3/12/2021	Prime Educational Solutions	Back Office Fees	1024	\$70,588.94
3/12/2021	Prime Educational Solutions	Educational Services	1024	\$8,666.67
3/12/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manua	als 3317004	\$130.27
3/12/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manua	als 3317082	\$23.38
3/12/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manua	als 3318890	\$244.18
3/12/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manua	als 3321754	\$26.61
3/12/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manua	als 3321750	\$355.56
3/12/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manua	als 3321752	\$65.92
3/12/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manua	als 3321676	\$217.72
3/12/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manua	als 3321757	\$26.61
3/12/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manua	als 3321677	\$17.68
3/12/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manua	als 3321680	\$161.45
3/12/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manua	als 3321682	\$244.18
3/12/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manua	als 3317045	\$232.69
3/12/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manua	als 3317084	\$33.79
3/12/2021	Studies Weekly	Approved Core Curriculum, Teacher Manua	als 383417	\$32.12
3/12/2021	Studies Weekly	Approved Core Curriculum, Teacher Manua	als 384260	\$32.27
3/12/2021	Studies Weekly	Approved Core Curriculum, Teacher Manua	als 383380	\$32.12
3/12/2021	Studio 1 Dance Academy	Educational Services	534380019	\$1,140.00
3/12/2021	Tina Rodriguez	Educational Services	RODO30221	\$50.00
3/12/2021	Tracy J Hasper	Educational Services	HAS030221	\$339.00
3/12/2021	U.S. Music Lessons	Educational Services	534373520	\$408.00
3/12/2021	Valley Office Equipment**	Copier Lease, Service, Toner & Repair	IN2102-1571	\$29.75
3/16/2021	PACKLANE INC.	Office & Shipping	Credit Card 140	\$798.87
3/16/2021	ULINE *SHIP SUPPLIES	Merchandise & Inventory	Credit Card 140	\$497.03
3/17/2021	CALIFORNIA CONSORTIUM	Education	Credit Card 140	\$398.00

3/18/2021	Kaiser Foundation Health Plan	Health Insurance	004Apr2021LU	\$20,881.90	
3/18/2021	Singapore Math Inc.	Approved Core Curriculum, Teacher Ma	nuals 50733	\$239.22	
3/19/2021	MOLLY MAID OF SADDLEBACK	Repair & Maintenance	Credit Card 140	\$118.00	
3/21/2021	*1-800-FLOWERS.COM INC.	Merchandise & Inventory	Credit Card 140	\$54.36	Reimbursed
3/22/2021	Anthem Blue Cross	Health Insurance	2.02104E+11	\$14,027.27	
3/24/2021	J2 EFAX SERVICES	Bills & Utilities	Credit Card 140	\$16.95	
3/25/2021	Alexandria Minah Kim	Core Teaching/Student Supplies	KIM121820	\$30.65	
3/25/2021	Alexandria Minah Kim	Educational Services	KIM122920	\$91.81	
3/25/2021	Alexandria Minah Kim	Educational Services	KIM010421	\$300.00	
3/25/2021	Alexandria Minah Kim	Educational Services	KIM010521a	\$183.62	
3/25/2021	Alexandria Minah Kim	Educational Services	KIM010521	\$180.00	
3/25/2021	Alexandria Minah Kim	Approved Core Curriculum, Teacher Ma	nuals KIM010521c	\$16.41	
3/25/2021	Alexandria Minah Kim	Educational Services	KIM010521b	\$180.00	
3/25/2021	Alexandria Minah Kim	Core Teaching/Student Supplies	KIM011221	\$30.65	
3/25/2021	Alexandria Minah Kim	Core Teaching/Student Supplies	KIM011221a	\$131.39	
3/25/2021	Alexandria Minah Kim	Core Teaching/Student Supplies	KIM020921	\$178.47	
3/25/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1WVT-PVJV-YLXD	\$29.34	
3/25/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	19P3-74NV-7CYD	\$255.91	
3/25/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1VP6-NP4X-INGC	\$41.31	
3/25/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	19P3-74NV-D4GH	\$140.07	
3/25/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1MPK-Q6LR-FYWP	\$25.97	
3/25/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Ma	nuals 1HX3-L6VP-LKTT	\$19.52	
3/25/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Ma	nuals 143P-6DQL-H1CD	\$8.75	
3/25/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1QQJ -V9DK-41RP	\$144.78	
3/25/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1FXH-TW14-XT6W	\$60.04	
3/25/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1KK9-TVGQ-9JFT	\$103.60	
3/25/2021	Ashly Steele	Postage & Delivery - Educational	STE031221	\$31.00	
3/25/2021	BookShark, LLC	Approved Core Curriculum, Teacher Ma	nuals 31116265	\$188.56	
3/25/2021	Cassandra Gartung	Professional Development	EAA2020	\$562.50	
3/25/2021	Cheryl Votruba	Educational Services	VOT031621a	\$181.00	
3/25/2021	Cheryl Votruba	Educational Services	VOT031621	\$362.28	
3/25/2021	Deanna Westedt	Educational Services	WES031521	\$60.00	
3/25/2021	Desert Baseball Network**	Educational Services	534397434	\$1,650.00	
3/25/2021	Desert Storm Basketball	Educational Services	534397442	\$206.25	

3/25/2021	Dianira Hamelberg	Approved Core Curriculum, Teacher Manual	s HAM031721	\$59.95
3/25/2021	Douglas Kim	Educational Services	KIM030921	\$492.69
3/25/2021	Douglas Kim	Approved Core Curriculum, Teacher Manual	s KIM030921	\$492.69
3/25/2021	Douglas Kim	Educational Services	KIM030921a	\$150.00
3/25/2021	EM Sports, LLC	Educational Services	6261	\$200.00
3/25/2021	EM Sports, LLC	Educational Services	6262	\$200.00
3/25/2021	EM Sports, LLC	Educational Services	6257	\$200.00
3/25/2021	EM Sports, LLC	Educational Services	6258	\$200.00
3/25/2021	EM Sports, LLC	Educational Services	6244	\$200.00
3/25/2021	EM Sports, LLC	Educational Services	6259	\$200.00
3/25/2021	Frohlich Sports Academy	Educational Services	534390178	\$496.68
3/25/2021	Hatch & Cesario, Attorneys-at-Law	Legal Fees	13551	\$3,997.00
3/25/2021	Hyperion Partners	Technology Equipment - Students	20066	\$5,395.85
3/25/2021	Ivy Kids LLC	Approved Core Curriculum, Teacher Manual	s 3133	\$251.40
3/25/2021	Jayalakshmi Mohan	Educational Services	MOH031621a	\$200.00
3/25/2021	Jayalakshmi Mohan	Educational Services	MOH031621	\$250.00
3/25/2021	Jessie Jackson	Educational Services	JAC031121	\$96.00
3/25/2021	Jessie Jackson	Educational Services	JAC031121a	\$96.00
3/25/2021	Lakeshore Learning Materials	Core Teaching/Student Supplies	4020460221	\$93.38
3/25/2021	Lakeshore Learning Materials	Core Teaching/Student Supplies	4325160321	\$217.19
3/25/2021	Lakeshore Learning Materials	Core Teaching/Student Supplies	4545060321	\$56.49
3/25/2021	Laura Palada	Educational Services	PAL030921	\$320.00
3/25/2021	Lego Education	Approved Core Curriculum, Teacher Manual	s 1190453151	\$360.80
3/25/2021	Platinum Athletics Prep Academy	Educational Services	534392921	\$480.00
3/25/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manual	s 3326995	\$677.15
3/25/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manual	s 3326929	\$46.59
3/25/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manual	s 3326975	\$174.48
3/25/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manual	s 3326931	\$79.47
3/25/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manual	s 3326981	\$185.17
3/25/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manual	s 3334494	\$22.88
3/25/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manual	s 3333253	\$44.03
3/25/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manual	s 3339840	\$107.22
3/25/2021	Sprint	Technology Equipment - Students	203114558-016	\$1,125.74
3/25/2021	Sylvia Rodriguez	Educational Services	ROD022521	\$407.17

3/25/2021	TSW Therapy, Inc.	Special Education Services	874	\$125.00
3/25/2021	TSW Therapy, Inc.	Special Education Services	873	\$1,178.75
3/25/2021	Theresa Rubio	Educational Services	RUB031221a	\$100.00
3/25/2021	Theresa Rubio	Educational Services	RUB031221	\$100.00
3/25/2021	Tonja Parkin	Professional Development	EAA2020a	\$562.50
3/25/2021	Well Trained Mind Press	Approved Core Curriculum, Teacher Manua	als 53678	\$77.94
3/26/2021	Staples Tech Soln	Office & Shipping	Credit Card 140	-\$2,787.03
3/26/2021	MOLLY MAID OF SADDLEBACK	Repair & Maintenance	Credit Card 140	\$118.00
3/26/2021	POSITIVE PROMOTIONS	Merchandise & Inventory	Credit Card 140	\$1,292.85
3/26/2021	All For KIDZ	Educational Services	516534-01a	\$700.00
3/26/2021	Frontier	Phone / Internet / Website Fees	004Apr2021	\$154.36
3/26/2021	Guardian	Health Insurance	004Apr2021	\$3,992.65
3/26/2021	OPS	Technology Services & Software - Educatio	na 2088	\$768.47
3/26/2021	Pitney Bowes Global Financial Service	s L Business Services	3104527107	\$176.07
3/26/2021	Prime Educational Solutions	Special Education Services	1026	\$6,833.75
3/26/2021	SBCSS	STRS	03MarSTRS2021	\$63,065.75

 $^{^{\}star}$ School Reimbursed for this expenditure.

Date	Vendor Name	Account Name	Ref Number	Amount
4/6/2021	Wildomar Valley Wood Products, Inc.,	D Rent - Facilities Lease	04Apr2021Lease	\$2,574.75
4/7/2021	Aflac	Health Insurance	41181	\$892.39
4/7/2021	Amazon Capital Services, Inc.	Materials & Supplies - Office	1VHT-91VW-74XC	\$564.17
4/7/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manual	s 1P3K-LPK4-1RRL	\$36.56
4/7/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1NRP-PL39-7CLC	\$275.78
4/7/2021	Bagger Sports	Marketing Supplies	4046	\$86.17
4/7/2021	Cece's Artistic Touch	Educational Services	534414175	\$705.00
4/7/2021	Class of Recognition	Core Teaching/Student Supplies	33121	\$1,547.29
4/7/2021	EM Sports, LLC	Educational Services	6247	\$200.00
4/7/2021	EM Sports, LLC	Educational Services	6256	\$200.00
4/7/2021	EM Sports, LLC	Educational Services	6280	\$200.00
4/7/2021	EM Sports, LLC	Educational Services	6260	\$200.00
4/7/2021	EM Sports, LLC	Educational Services	6253	\$200.00
4/7/2021	EM Sports, LLC	Educational Services	6254	\$200.00
4/7/2021	Jostens	Core Teaching/Student Supplies	25794815	\$80.02
4/7/2021	Jostens	Core Teaching/Student Supplies	25904972	\$259.82
4/7/2021	Knight Security & Fire Systems	Fire, Alarm & Pest control	111181	\$40.00
4/7/2021	Life Storage	Rent - Facilities Lease	002Feb21#658	\$210.45
4/7/2021	McColgan & Associates, Inc	Special Education Services	4098	\$12,193.83
4/7/2021	OPS	Technology Services & Software - Education	₹ 2098	\$768.47
4/7/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manual	s 3337661	\$66.51
4/7/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manual	s 3337672	\$99.23
4/7/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manual	s 3344460	\$64.99
4/7/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manual	s 3344462	\$64.99
4/7/2021	Southern California Edison	Utilities - Gas/Electric/Water	004AprSCE2021LU	\$123.75
4/7/2021	Staples Business Credit	Materials & Supplies - Office	7326199045-0-1	\$239.20
4/7/2021	Staples Technology Solutions	Technology Services & Software - Education	LDG722	\$2,241.87
4/7/2021	Studio 1 Dance Academy	Educational Services	534414181	\$1,690.00
4/7/2021	Valley Office Equipment**	Copier Lease, Service, Toner & Repair	IN2103-1701	\$29.75
4/9/2021	McColgan & Associates, Inc	Special Education Services	4108	\$9,497.05
4/9/2021	Melissa Martinelli	Educational Services	3-Mar-21	\$125.00
4/9/2021	Pitney Bowes Global Financial Services	L Business Services	3104653727	\$176.07
4/9/2021	Staples Technology Solutions	Technology Equipment - Students	LDL371	\$18,940.72

4/13/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1XMH-QQJF-DJGC	\$144.66
4/13/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1RQV-RRKF-MYGG	\$59.41
4/13/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	1963-H4LD-1THL	\$112.92
4/13/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1P1G-TTTG-Y7KG	\$117.69
4/13/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1WJ3-4PKF-RT3L	\$46.98
4/13/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1CGF-364C-V6JD	\$156.89
4/13/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1MLM-XXJ9-CH3T	\$375.40
4/13/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	1THT-PF3Q-6DHQ	\$258.59
4/13/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1MLM-XXJ9-3Y7H	\$164.05
4/13/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1LXQ-F3RV-1GTT	\$275.33
4/13/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1LXQ-F3RV-VK6F	\$73.27
4/13/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1V1K-XQRD-H639	\$89.30
4/13/2021	Beautiful Feet Books, Inc.	Approved Core Curriculum, Teacher Manuals	14036	\$172.47
4/13/2021	Crafty School Crates	Approved Core Curriculum, Teacher Manuals	19146	\$146.43
4/13/2021	EM Sports, LLC	Educational Services	6297	\$200.00
4/13/2021	FlipSwitch Marketing LLC	Marketing	INVFM226	\$3,563.10
4/13/2021	FlipSwitch Marketing LLC	Marketing	INVFM229	\$6,000.00
4/13/2021	Little Passports, Inc	Approved Core Curriculum, Teacher Manuals	115605569	\$167.77
4/13/2021	Little Passports, Inc	Approved Core Curriculum, Teacher Manuals	115605567	\$218.15
4/13/2021	Little Passports, Inc	Approved Core Curriculum, Teacher Manuals	115605561	\$314.70
4/13/2021	Little Passports, Inc	Approved Core Curriculum, Teacher Manuals	115605563	\$243.89
4/13/2021	Little Passports, Inc	Approved Core Curriculum, Teacher Manuals	115605565	\$243.89
4/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3340812	\$402.55
4/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3344503	\$563.37
4/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3348171	\$1,111.15
4/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3355816	\$117.33
4/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3355820	\$96.69
4/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3355815	\$19.62
4/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3355784	\$1,042.47
4/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3355819	\$76.97
4/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3357993	\$406.33
4/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3357896	\$100.73
4/13/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3357897	\$27.43
4/13/2021	San Bernardino County Superintendent	County STRS Fees	210569	\$400.00

4/13/2021	School Pathways Holdings, LLC	Technology Services & Software - Education	na 140-INV1288	\$1,654.53
4/13/2021	The Speech and Language Group, Inc	Special Education Services	Jan-21	\$750.00
4/13/2021	The Speech and Language Group, Inc	Special Education Services	Feb-21	\$875.00
4/13/2021	Williamsburg Learning LLC	Approved Core Curriculum, Teacher Manua	ls 2701	\$225.00
4/15/2021	Alicia Wofford	Educational Services	WOF032621	\$25.00
4/15/2021	Alicia Wofford	Educational Services	WOF032521	\$299.00
4/15/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manua	ls 1LDV-WN3P-1VMV	\$5.88
4/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1GQH-XFVQ-GX1J	\$44.67
4/15/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manua	ls 1RNL-WFJ6-3PGR	\$22.09
4/15/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manua	ls 1DH7-1CFJ-7RK9	\$68.62
4/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1GQH-XFVQ-Q3YP	\$10.86
4/15/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manua	ls 1DH6-7WFG-999J	\$135.72
4/15/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manua	ls 1T73-KWNM-WTFT	\$38.50
4/15/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manua	ls 1T73-KWNM-YR64	\$38.50
4/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1MHD-1HKD-4P4L	\$205.10
4/15/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1RNL-WFJ6-PXG9	\$164.85
4/15/2021	Blick Art Materials	Core Teaching/Student Supplies	5975718	\$68.01
4/15/2021	BookShark, LLC	Approved Core Curriculum, Teacher Manua	ls 31119601	\$555.54
4/15/2021	Cindy Poulsen	Educational Services	POU032621a	\$15.00
4/15/2021	Cindy Poulsen	Educational Services	POU032621	\$15.00
4/15/2021	Desert Storm Basketball	Educational Services	534220516a	\$1,181.25
4/15/2021	Dianira Hamelberg	Core Teaching/Student Supplies	HAM032621	\$164.64
4/15/2021	Dianira Hamelberg	Approved Core Curriculum, Teacher Manua	ls HAM032621a	\$71.99
4/15/2021	Home Science Tools	Core Teaching/Student Supplies	1107158A	\$43.53
4/15/2021	Kenneth Hu	Educational Services	HU032521	\$315.00
4/15/2021	Lakeshore Learning Materials	Core Teaching/Student Supplies	4545120321	\$136.82
4/15/2021	Lakeshore Learning Materials	Core Teaching/Student Supplies	4630900321	\$73.63
4/15/2021	Lakeshore Learning Materials	Core Teaching/Student Supplies	4693380321	\$47.39
4/15/2021	Lisa Doran	Approved Core Curriculum, Teacher Manua	ls DOR032521	\$299.00
4/15/2021	Little Passports, Inc	Approved Core Curriculum, Teacher Manua	ls 115598620	\$135.44
4/15/2021	Little Passports, Inc	Approved Core Curriculum, Teacher Manua	ls 115598637	\$245.02
4/15/2021	Little Passports, Inc	Approved Core Curriculum, Teacher Manua	ls 115598622	\$167.77
4/15/2021	MEL Science U.S., LLC	Approved Core Curriculum, Teacher Manua	ls JN2021031516	\$279.20
4/15/2021	MEL Science U.S., LLC	Approved Core Curriculum, Teacher Manua	ls IN2021031517	\$279.20

4/15/2021	MoxieBox Art Inc.	Approved Core Curriculum, Teacher Man	uals 7406	\$303.96
4/15/2021	Papers Scissors Stone	Core Teaching/Student Supplies	6701	\$122.60
4/15/2021	Peter Jones	Postage & Delivery - Educational	JON032321	\$25.31
4/15/2021	Prime Educational Solutions	Special Education Services	1028	\$14,026.95
4/15/2021	Prime Educational Solutions	Back Office Fees	1028	\$65,647.94
4/15/2021	Prime Educational Solutions	Educational Services	1028	\$8,666.67
4/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	uals 3337677	\$127.93
4/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	uals 3337656	\$95.33
4/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	uals 3337664	\$104.45
4/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	uals 3337679	\$59.81
4/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	uals 3337673	\$175.03
4/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	uals 3344480	\$87.25
4/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	uals 3344506	\$103.06
4/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	uals 3344483	\$180.04
4/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	uals 3344475	\$16.53
4/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals 3344486		\$20.58
4/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals 3350614		\$103.96
4/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals 3352385		\$433.94
4/15/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	uals 3250668	\$487.95
4/15/2021	Reserve Account	Postage & Delivery - Educational	52458817-4.14	\$10,000.00
4/15/2021	Stacy Camou	Educational Services	CAM032621	\$765.00
4/15/2021	The Lampo Group, LLC	Approved Core Curriculum, Teacher Man	uals 9230387	\$103.24
4/15/2021	Williamsburg Learning LLC	Approved Core Curriculum, Teacher Man	uals 2700	\$1,125.00
4/15/2021	Write On! Webb	Approved Core Curriculum, Teacher Man	uals 1945	\$237.00
4/15/2021	Write On! Webb	Approved Core Curriculum, Teacher Man	uals 1910	\$106.25
4/16/2021	Anthem Blue Cross	Health Insurance	2.02105E+11	\$8,649.03
4/19/2021	Kaiser Foundation Health Plan	Health Insurance	005May2021LU	\$16,315.97
4/21/2021	Beautiful Feet Books, Inc.	Approved Core Curriculum, Teacher Man	uals 14114	\$172.47
4/21/2021	Institute for Excellence in Writing	Approved Core Curriculum, Teacher Man	uals 771677	\$199.04
4/21/2021	Jacinta Weitz	Educational Services	WEI121720	\$40.00
4/21/2021	Jacinta Weitz	Educational Services	WEI121720c	\$80.00
4/21/2021	Jacinta Weitz	Educational Services	WEI121720b	\$80.00
4/21/2021	Jacinta Weitz	Educational Services	WEI121720a	\$40.00
4/21/2021	Kayla Kendall	Educational Services	KEN033121	\$339.00

4/21/2021	Little Passports, Inc	Approved Core Curriculum, Teacher Manuals 115789371		\$173.15
4/21/2021	Michelle Wood	Educational Services	WOO033021a	\$120.00
4/21/2021	Michelle Wood	Educational Services	WOO033021b	\$420.00
4/21/2021	Michelle Wood	Educational Services	WOO033021	\$90.00
4/21/2021	Michelle Wood	Educational Services	WOO033021c	\$420.00
4/21/2021	Moving Beyond the Page	Core Teaching/Student Supplies	251369	\$11.91
4/21/2021	Neesha N. Rahim	Educational Services	041521LU	\$3,750.00
4/21/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals 3337650		\$44.03
4/21/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals 3337659		\$44.03
4/21/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals 3355781		\$288.49
4/21/2021	Teacher Synergy LLC	Approved Core Curriculum, Teacher Manuals 150915096		\$22.00
4/23/2021	CliftonLarsonAllen LLP	Technology Services & Software - Business	Q-200128	\$4,525.20
4/27/2021	Alexandria Minah Kim	Educational Services	KIM040121	\$210.00
4/27/2021	Alexandria Minah Kim	Educational Services	KIM040221	\$210.00
4/27/2021	Amazon Capital Services, Inc.	Materials & Supplies - Office	13GV-NJD7-LCJM	\$568.37
4/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1QCH-WGCX-4F39	\$120.66
4/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	17Y1-QPH7-K1NH	\$14.13
4/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1D4Q-XXQ9-33DP	\$127.26
4/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1CYL-GYVV-4RGF	\$84.28
4/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1K94-MFKF-DRV3	\$798.28
4/27/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals 1FM9-XQNG-HTVP		\$69.69
4/27/2021	Amazon Capital Services, Inc.	Materials & Supplies - Office	1MTL-WXWJ -CW6P	\$300.01
4/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1RPT-F1GM-GGKX	\$20.84
4/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1TCM-C4LK-M6GV	\$361.34
4/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1RPT-F1GM-L93P	\$484.19
4/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1XFM-WCMJ-HVFT	\$32.79
4/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1XFM-WCMJ-DLQL	\$68.70
4/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1TCM-C4LK-VH9G	\$147.01
4/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	14MH-99VM-PWTK	\$410.82
4/27/2021	Anika Cozart	Core Teaching/Student Supplies	COZ040121	\$207.41
4/27/2021	Blick Art Materials	Core Teaching/Student Supplies	6156647	\$181.22
4/27/2021	Blick Art Materials	Core Teaching/Student Supplies	6156357	\$104.39
4/27/2021	Certifix Live Scan	Fingerprinting	52507	\$25.00
4/27/2021	Dawn Jacob	Educational Services	JAC040121	\$60.00

Elite Academic Academy - Lucerne

4/27/2021	Department of Justice	Fingerprinting	505238	\$49.00
4/27/2021	Frontier	Phone / Internet / Website Fees	005May2021	\$297.70
4/27/2021	Great American Insurance Group	General Liability Insurance	004Apr2021LU	\$2,697.00
4/27/2021	Guardian	Health Insurance	005May2021	\$3,445.33
4/27/2021	Jacinta Weitz	Educational Services	WEI040121a	\$80.00
4/27/2021	Jacinta Weitz	Educational Services	WEI040121	\$40.00
4/27/2021	Kayla Kendall	Educational Services	KEN040121	\$339.00
4/27/2021	Kimberly Keeth	Educational Services	534416383	\$400.00
4/27/2021	Life Storage	Rent - Facilities Lease	004Apr21#658	\$393.45
4/27/2021	Lorna Jenkins	Educational Services	534416384	\$296.00
4/27/2021	MEL Science U.S., LLC	Approved Core Curriculum, Teacher Ma	nuals ZW2021040605	\$628.20
4/27/2021	Nicole Montgomery	Educational Services	MON040221	\$640.00
4/27/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Ma	nuals 3357992	\$372.98
4/27/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Ma	nuals 3357991	\$167.25
4/27/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Ma	nuals 3357898	\$109.43
4/27/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Ma	nuals 3360998	\$265.38
4/27/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Ma	nuals 3360999	\$19.82
4/27/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Ma	nuals 3361018	\$56.67
4/27/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Ma	nuals 3361045	\$216.41
4/27/2021	SBCSS	STRS	04AprSTRS2021	\$62,859.03
4/27/2021	Tracy J Hasper	Educational Services	HAS040121	\$84.00
4/27/2021	U.S. Music Lessons	Educational Services	534416942	\$204.00
4/29/2021	Abby Zabby LLC	Educational Services	534420863	\$408.50
4/29/2021	Amy Wheatley	Educational Services	WHE040721	\$225.00
4/29/2021	Blank Rome LLP	Legal Fees	1931749	\$208.50
4/29/2021	Blick Art Materials	Core Teaching/Student Supplies	6168245	\$67.90
4/29/2021	BookShark, LLC	Approved Core Curriculum, Teacher Ma	nuals 31125080	\$615.92
4/29/2021	BookShark, LLC	Approved Core Curriculum, Teacher Ma	inuals 31124899	\$943.94
4/29/2021	BookShark, LLC	Approved Core Curriculum, Teacher Ma	nuals 31125124	\$651.53
4/29/2021	Crystal Johnson	Educational Services	JOH040721	\$570.00
4/29/2021	Curriculum Associates	Student Assessments	90009469	\$5,226.00
4/29/2021	Desert Baseball Network**	Educational Services	534281374	\$1,950.00
4/29/2021	Desert Baseball Network**	Educational Services	534420858	\$1,500.00
4/29/2021	EM Sports, LLC	Educational Services	6312	\$200.00

Elite Academic Academy - Lucerne

4/29/2021	Jacinta Weitz	Core Teaching/Student Supplies	WEI040721a	\$111.26
4/29/2021	Jacinta Weitz	Core Teaching/Student Supplies	WEI040721	\$250.00
4/29/2021	Learning Unbound	Approved Core Curriculum, Teacher Man		\$343.76
4/29/2021	Little Passports, Inc	Approved Core Curriculum, Teacher Man		\$309.67
4/29/2021	Lorna Jenkins	Educational Services	534281420	\$555.00
4/29/2021	McColgan & Associates, Inc	Special Education Services	4121	\$11,426.00
4/29/2021	Nicole Montgomery	Educational Services	MON040721	\$680.00
4/29/2021	Platinum Athletics Prep Academy	Educational Services	534281430	\$574.58
4/29/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Man		\$224.90
4/29/2021	Rainbow Resource Center	• •		\$224.90 \$150.55
		Approved Core Curriculum, Teacher Man		
4/29/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Man		\$702.68
4/29/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Man		\$19.62
4/29/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Man		\$636.94
4/29/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Man		\$297.60
4/29/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Man		\$658.46
4/29/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Man		\$544.61
4/29/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Man	uals 3360997	\$141.19
4/29/2021	Sarah Taylor	Educational Services	TAY040721a	\$90.00
4/29/2021	Sarah Taylor	Educational Services	TAY040721	\$90.00
4/29/2021	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	uals 413214	\$40.28
4/29/2021	Singapore Math Inc.	Approved Core Curriculum, Teacher Man	uals 413211	\$122.00
4/29/2021	Staples Business Credit	Core Teaching/Student Supplies	7328025788-0-1	\$107.74
4/29/2021	Staples Business Credit	Core Teaching/Student Supplies	7328031637-0-1	\$38.53
4/29/2021	Staples Business Credit	Materials & Supplies - Office	7328276100-0-1	\$213.32
4/29/2021	Staples Business Credit	Core Teaching/Student Supplies	7328400962-0-1	\$146.96
4/29/2021	Staples Business Credit	Materials & Supplies - Office	7328526619-0-1	\$135.00
4/29/2021	Studio 1 Dance Academy	Educational Services	534420869	\$530.00
4/29/2021	Theresa Rubio	Educational Services	RUB040721	\$100.00
4/29/2021	U.S. Music Lessons	Educational Services	534281459	\$408.00
4/29/2021	Wildomar Valley Wood Products, Inc	., D Rent - Facilities Lease	05May2021Lease	\$2,574.75
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Temporary Year-Round Educational Business Services Clerk

Job Description

Position Title: Temporary Year-Round Educational Business Services Clerk **Reports To:** Director of Educational Business Services (or designee)

FLSA Status: Hourly Non-Exempt Pay Range: \$15.00 - \$20.00 per hour

Work Schedule: Temporary

Location: Onsite/Remote Office

Position Summary: The Educational Business Services Clerk position assists in overseeing and maintaining supplies, curriculum, and equipment. A business inventory clerk job description involves keeping track of all products and supplies, ensuring that stock is organized, assisting in the unloading and processing of deliveries, ensures that company inventory remains balanced, restocks supplies, assists in maintaining inventory records, and provides customer assistance.

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 six months to one year hands on organizational or inventory skills.
- 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:

 Monitors and maintains current inventory levels; processes purchase orders as required; tracks orders and investigates problems.

- Records purchases, maintains database, performs physical count of inventory, and reconciles actual stock count to computer-generated reports.
- Receives, unpacks, and delivers items; re-stocks items as necessary; labels shelves.
- Processes and/or approves invoices for payment.
- Moves and restructures organization of inventory room to make space for new inventory.
- Packs items for shipping and creates shipping labels.
- Performs routine clerical duties, including data entry, answering telephones, and assisting customers.
- Tracking and updating the database with incoming and outgoing products.
- Loading and unloading deliveries.
- Maintaining safety while using equipment and tools.
- Notifying Director (or designee) of replenishment of inventory.
- Perform miscellaneous job-related duties as assigned.

Use of Computer Technology:

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. 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.
- 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.
- Employees 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		



Temporary Year-Round Instructional Aide

Job Description

Position Title: Temporary Year-Round Instructional Aide

Reports To: Teacher of Record FLSA Status: Non-Exempt School Classification: Classified \$18 per hour

Work Schedule: Varies Location: Remote

Position Summary: The Instructional Aide supports the staff and students by completing various duties outlined in this job description to support student engagement and learning.

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 at least one year experience related to the duties and responsibilities specified.
- 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:

- Carry out tasks assigned by the admin/teacher of record.
- Provide support to the teacher to ensure students are engaged in their academics.
- Contact students via phone, text, or zoom to help keep them engaged.
- Collect student work samples, and required signed documents for the teacher of record.
- Assist students in uploading work and required documents
- Follow up on emails written by the teacher of record.
- Assists students and/or parents, individually or in groups, with lesson assignments to present or reinforce learning concepts.
- Assist students and/or parents in connecting with the proper support needed by their teachers of record, academic support and content teachers.
- Assist in the maintenance/preparation of instructional materials.
- Assist in maintenance of student attendance and achievement.
- Assist students in attending enrichment webinars.

Other Duties

- 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.

Knowledge and Abilities: 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.

- Effective written and oral communication form.
- Ability to understand and follow safety procedures.
- Develop and maintain effective working relationships.
- Display sensitivity, tact and responsiveness in various situations and needs.
- Handle public contact and relations effectively.
- Ability to understand and follow specific instructions and procedures.
- Analyze and resolve problems.
- Ability to work independently and coordinate with others.
- Maintain accurate and orderly records.
- Ability to work collaboratively with a team.
- Maintain a high level of confidentiality.
- Handle feedback and constructive criticism.

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.
- 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.
- Work remotely.
- Noise level is generally moderate.
- Work conducted in a public setting.
- Indoor and outdoor in varying temperatures.
- 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



Temporary Part-Time Human Resources Administrative Assistant Job Description

Job Title: Temporary Part-Time Human Resources Administrative Assistant

Department: Human Resources

Reports To: Chief Personnel Officer or designee

Employee Status: Non-Exempt/Hourly
Employee Calendar: Temporary/Year-Round
Pay: \$15-\$20 based on experience

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Position Summary: Perform secretarial and administrative assistant duties related to the Human Resources Department to include clerical duties pertaining to temporary hiring and onboarding. Coordinate, and conduct reference checks, and the flow of communication for the Year-Round Program. Assure smooth and efficient department operations.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Serve as Temporary Part-time Administrative Assistant to the Human Resources Department and/or CEO; perform communication services; receive, screen and route telephone calls; take and relay messages as appropriate; and perform reference checks, schedule appointments, conferences and other events.
- Exercise independent judgment in resolving issues and refer difficult issues to the administrator as necessary.
- Provide technical information and assistance related to department or program operations, policies and procedures.

- Input data into an assigned computer system; initiate queries and generate computerized reports as requested; establish and maintain automated records and files; and assure accuracy of input and output data.
- Compose, independently or from oral instructions, notes or rough drafts, materials including
 inter-office communications, applications, requisitions, forms, contracts, letters, memoranda,
 bulletins, flyers, brochures, agenda items and other materials; review and proofread
 documents.
- Prepare lists, forms, contracts and correspondences as assigned.
- Follow established procedures and meet deadlines.
- Receive, compile, and verify information; prepare and maintain manuals and automated records related to personnel; maintain filing systems.

Other Duties:

- Assist with documenting and reporting to school 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 Uniform Complaint Policy, the Uniform Technology Policy, and the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Perform other duties as assigned.

Knowledge and Abilities: 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.

Knowledge of:

- Modern office practices, procedures and equipment.
- At least 1 year experience with Microsoft Office.
- Telephone techniques and etiquette.
- Policies and objectives of assigned program and activities.
- Applicable laws, codes, regulations, policies and procedures.
- Record-keeping techniques.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Interpersonal skills using tact, patience and courtesy.
- Oral and written communication skills.
- Operation of a computer and assigned software, Paycom experience a plus
- Methods of collecting and organizing data and information.
- Business letter and report writing, editing and proofreading.
- Mathematical computations.

Ability to:

- Perform varied and responsible secretarial and administrative assistant duties.
- Assure smooth and efficient office operations.
- Interpret, apply and explain laws, codes, rules and regulations related to assigned activities.
- Work independently with little direction.
- Compose correspondence and written materials independently or from oral instructions.
- Understand and resolve issues, complaints or problems.
- Maintain confidentiality of sensitive and privileged information.
- Determine appropriate action within clearly defined guidelines.
- Establish and maintain cooperative and effective working relationships with others.
- Maintain records and files.
- Compile and verify data and prepare reports.
- Complete work with many interruptions.
- Plan and organize work.
- Meet schedules and timelines.

EDUCATION AND EXPERIENCE:

 Any combination equivalent to: graduation from high school; and three years increasingly responsible clerical or secretarial experience involving frequent public contact.

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 in person or on the telephone.
- Dexterity of hands and fingers to operate a computer keyboard.
- 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.

•	Employee works remotely
•	Noise level is generally moderate.

•	Employee must have available	transportation	and be able to	o drive up to 10	00 miles in a day.
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Employee Acknowledgement:		
Employee Signature	Printed Name	Date



Temporary Technology Support

Job Description

Position Title: Temporary Technology 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 Temporary Technology 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.

Temporary Technology 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 Director of Academic Innovation 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.

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Contact with dissatisfied individuals			
Employee Acknowledgement:			
Employee Signature	Printed Name	 Date	



Temporary Independent Study Counselor Aide Job Description

Position Title: Temporary Independent Study Counselor Aide

Department: Counseling Department

Reports to: Independent Study Counselor

Classification: Certificated

Pay Range: \$20-25 per hour

Work Schedule: Temporary (4 to 8 hours per day)

Location: Remote office and possible weekly travel

Position Summary: An *Elite Academic Academy (EAA)* Temporary Independent Study Counselor Aide provides support to students with the proper resources and guidance to ensure that each student's individual academic, social, and emotional needs are met. The EAA Temporary Independent Study Counselor Aide will work with the Independent Study Counselor in the counseling department for EAA. The EAA counseling department will provide services to students and their families that promote academic, personal and social development, and post-educational plans. The Temporary Independent Study Counselor Aide, under the guidance of the Counselor, will work with the parents, students, teachers, community partners, and administration to ensure success and make appropriate decisions for student growth while enrolled in Elite Academic Academy.

Qualifications:

- Bachelor's degree or higher from regionally-accredited college or university preferred.
- Additional credentials desirable (Pupil Personnel Services (PPS) credential Career Technical Education Credential or Single Subject 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.

Section 1: Supports

- Analyze student transcripts.
- Monitor student progress in various courses through 4 year plan creation.
- Ability to learn new technology tools quickly.
- Maintain weekly communication with students and parents/guardians through online platform, email, and telephone communication.
- Effectively communicate with teachers and parents and administration to ensure student success.
- Collaborate with students to track self-progress
- Advocate for each individual student & their needs.
- Guides each student to choose courses that reflect their interests, abilities, and career plans, as well as developing post-secondary educational plans as needed.
- Directly communicate general announcements with parents/guardians, students, and community partners.
- Places students in appropriate academic and elective classes.

Section 2: Administrative Support

- Attends collaborative meetings with administration and/or teachers.
- Demonstrates professionalism and interpersonal skills.
- Assists administrator with graduation, college admissions, and NCAA requirements that are necessary for athletic participation.
- Demonstrates excellent communication with administrator and other stakeholders.

Section 3: General & Essential Duties

- Follows and adheres to Elite Academic Academy Charter policies and procedures.
- Understand digital file organization.
- Assuring appropriate and accurate information is updated in each student's cumulative record

- Follows legal mandates and procedures according to reporting (Child Abuse and Neglect Act).
- 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.
- Perform other reasonable duties as assigned or required.

Knowledge of:

- Online platforms and technology.
- Master Scheduling.
- California graduation requirements.
- Demonstrates excellent computer and typing skills.
- Career Technical Education Pathways and certifications.
- Academic and emotional growth and development of school aged children.
- Knowledge of current state laws, policies, and procedures of community mental health and social agencies.
- Current job market trends and skills.
- Best practices to engage student learning.
- Basic knowledge of required current state testing, SAT & ACT testing.
- Special Education, English Language Learners, and 504 practices and procedures.
- General knowledge of Education Codes and laws.
- Knowledge of college entrance requirements & A-G courses.
- Knowledge of Positive Behavioral Interventions & Supports (PBIS) and other behavior interventions.

Ability to:

- Create a safe space for students to learn.
- Facilitate an online and in-person 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.
- Work flexible hours; sometimes weekends and/or evenings.
- Accessible access to the internet

• Demonstrate integrity when making decisions.

Work Environment:

- Remote position
- In-home Office
- Occasional travel may be required by personal vehicle
- Flexible Hours

Physical Demands:

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- 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.

Contact with dissatisfied individuals.				
Employee Acknowledgement:				
Employee Signature	Printed Name	 		



Temporary Year-Round Lead Teacher - Job Description

Position Title: Year-Round Track Lead Teacher

Department: Certificated Teaching

Reports To: Director of Year-Round Program

FLSA Classification: Exempt

Pay Range: Stipend (starting at \$3500)

Classification: Certificated

School Calendar Days: Year-Round Calendar

Job Description: This is not a stand-alone job description, but a rider to our Teacher of Record job description. This payscale supersedes the teaching position. The Temporary Year-Round Lead Teacher must participate, on a regular basis, in the direct education of students; and serve as faculty for professional development activities. A Temporary Year-Round 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 supporting teachers that are under his/her direct supervision, checking accuracy of compliance, making sure all required documents are signed by parents, attend virtual enrichment webinars, attend parent meetings and support curriculum assigned to each student within the Year-Round program.

General Duties:

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

1. Professional Development:

- 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.

2. Curriculum:

- Collaborating with colleagues to support Elite Curriculum.
- Serving as the official liaison between teachers and the families they are supporting.
- Assisting with the adoption of the curriculum for the Year-Round students and their teachers.
- Planning and managing the development of standards-based curriculum, instruction, assessment plans, and strategies.
- Ensuring that all virtual curriculum and textbooks are used effectively as a resource to meet curriculum goals.
- Coordinating communication and planning among all learning communities.

3. Leadership:

- Serving as a resource to the leadership team and working with school administrators to develop, implement, and evaluate the Year-Round Track.
- Supporting and assisting in implementing Elite's Mission and Vision.
- Serving on Year-Round committees.
- Attend webinars and enrichment virtual activities for the Year-Round program
- Assisting in the coordination of the school's literacy program Fast ForWard.

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.
- Ability to attend meetings, webinars and enrichment activities after 3pm.
- Be available to work Monday-Friday June 21st August 15th.

Desired Qualifications:

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

- o remote teaching;
- o assessment of student performance.
- Master's degree or higher.
- 5 or more years in the field of Education with independent study experience.

Employee Acknowledgement:		
Employee Signature	Printed Name	Date



Temporary Part-Time Business Services Clerk Job Description

Job Title: Temporary Part-Time Business Services Clerk

Department: Accounts Payable/Business Department

Reports To: Director of Finance

FLSA Classification: Non-Exempt Classification: Classified

Pay Range: \$18-\$25 per hour

Work Schedule: Temporary (approximately 4 hours per day)

Location: Onsite Office (Temecula)

Position Summary: Supports the Accounts Payable and Business Services Department with a variety of clerical and technical duties related to vendor approval and processing of purchase orders, as well as assisting with accounts payables.

Assist with accounts payable functions, including but not limited to: matching purchase orders; receiving invoices electronically; and verifying account codes, dollar amounts, due dates, and capital items. Responsible for data entry of invoices, and A/P file maintenance. Prepare invoices for monthly repetitive billings, check requests, etc., not submitted on a purchase order. Assist in other accounting functions as deemed necessary.

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 years clerical accounting experience.
- 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

Accounts Payable/Business Department Responsibilities:

- Communicate with vendors; track process on spreadsheets, input into various databases.
- Create Online Purchasing System (OPS) accounts for all approved and cleared vendors, making sure that vendor descriptions are accurate and complete.
- Process and email purchase orders to the vendors upon approval by program Director.
- Answers vendors' questions and calls regarding payment positively and supportively.
- Assists vendors with electronic invoicing procedures.
- Responds proactively to vendor inquiries and follow up on unpaid invoices in a timely manner.
- Assist with a variety of technical duties related to the purchasing of services, supplies and equipment; assure purchasing activities comply with established guidelines and regulations.
- Receive, review and process purchase requisitions; assure accuracy and completeness of order information and proper signatures; and inspect orders for accuracy and completeness regarding account coding and cost calculations.
- Assist with Inputting purchase order information into an assigned computer system including delivery address, discounts, account coding, purchase amounts, product quantity and other required data; generate purchase orders and submit for approval as necessary; and maintain automated records as appropriate.
- Assist with preparing and maintaining a variety of records and reports related to purchase orders, expenditures and assigned activities; and maintain and update vendor catalogues and files.
- Initiate and receive phone calls concerning various purchasing functions; and respond to inquiries and provide information concerning purchase orders, on-line requisitions and the procurement of equipment, supplies and materials.
- Operate a variety of office equipment including a calculator, copier, fax machine, typewriter, computer and assigned software.
- Assist with preparing a variety of correspondence related to the business services function including memoranda, bulletins and cancellation notices.
- Attend a variety of assigned meetings.
- Assist with processing, coding and verifying invoices; check invoices and match with purchase orders and receivers; contact staff and vendors to verify invoices; issue and distribute appropriate payments to purchase orders; and assure proper signatures and authorization of invoices.
- Assist with inputting invoices and other financial data into an assigned computer system; maintain automated financial and statistical records and files; generate and distribute computerized reports, payments and financial statements; assure accuracy of input and output data.

Other Duties:

- Assist with documenting and reporting to PACS 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 PACS Uniform Complaint Policy, the PACS Uniform Technology Policy, and the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Attend off-site enrollment events to represent programs and support families with the enrollment process, (COVID dependent)
- Perform other duties as assigned.

Knowledge and Abilities: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily, and with <u>strong attention to detail</u>. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Knowledge of:

- Basic Excel, editing PDF's with Adobe, Gmail, general Google Apps, Zoom
- Purchasing practices and procedures.
- Basic accounting practices, procedures and terminology.
- Operation of a centralized telephone switchboard.
- Telephone techniques and etiquette.
- Modern office practices, procedures and equipment.
- Oral and written communication skills.
- Interpersonal skills using tact, patience and courtesy.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Record-keeping and report preparation techniques.
- Mathematical computations.

Ability to:

- Type at 35 words per minute from a clear copy.
- Perform a variety of technical duties related to the purchasing of services, supplies and equipment.
- Prepare, review, verify and process purchasing forms and documents.
- Learn and apply established rules, regulations, policies and procedures related to the purchasing function.
- Maintain routine records, vendor lists, and catalogs.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative and effective working relationships with others.
- Meet schedules and timelines.
- Understand and follow oral and written instructions.
- Operate a computer and assigned software.

- Maintain records and prepare reports.
- Add, subtract, multiply and divide quickly and accurately.
- Complete work with many interruptions.

EDUCATION AND EXPERIENCE:

- Any combination equivalent to: graduation from high school; and three years clerical accounting experience.
- Bilingual skills preferred.

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 in person or on the telephone.
- Dexterity of hands and fingers to operate a computer keyboard.
- 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.

Employee Acknowledgement:			
Employee Signature	Printed Name	Date	



Date of Offer: April 1, 2021

Assignment Offered: Temporary Part-Time Instructional Aide

Candidate Name:

It is our pleasure to offer you a temporary position with the Elite Academic Academy - Lucerne (the "School"). This Temporary Employment Contract (the "Contract" or "Temporary Employment Contract") states the terms and conditions that govern the contractual agreement between Elite Academic Academy - agrees to be bound by this Contract.

WHEREAS, the School is engaged in Public Charter School Education; and

WHEREAS, the School desires to employ and retain the services of the Temp on a temporary basis according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the School and the Temp (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

- The term of this Temporary Employment Contract shall commence on May 1, 2021, and continue until a date TBD and agreed upon by you and your direct supervisor..
- The Temp agrees and acknowledges that, just as the Temp has the right to terminate employment with the School at any time, with or without cause and with or without notice, the School has the same right, and may terminate the Temp's employment with the School at any time, with or without cause and with or without notice.
- The School shall employ the Temp as a Part-Time Instructional Aide (the "Position") performing
 the duties described on Exhibit A attached hereto. The Temp accepts employment with the School
 on the terms and conditions set forth in this Temporary Employment Contract, and agrees to
 devote his/her full time and attention (reasonable periods of illness excepted) to the performance
 of his/her duties under this Contract.
- The Temp's days of work shall be Monday through Friday at hours determined by the School, provided that ordinary working hours shall not exceed 20 hours per week, unless agreed upon by the School.
- In consideration for the performance of the duties hereunder, the Temp shall be entitled to compensation as described on Exhibit B attached hereto.
- The Temp agrees and acknowledges that he/she shall comply with the School's Employee Handbook. Copies of such documents are available upon request.
- No modification of this Contract shall be valid unless in writing and agreed upon by both Parties.

• This Temporary Employment Contract and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of California and subject to the exclusive jurisdiction of the federal and state courts located in Riverside, California

IN WITNESS WHEREOF, each of the Parties has executed this Temporary Employment Contract, , as of the day and year set forth below.

Elite Academic Academy



AGREED TO AND ACCEPTED BY:



Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- COMPENSATION.
 - o The Temp shall be entitled to receive an hourly rate of \$15.00 (the "Compensation") for performance of the duties described in the Temporary Employment Contract.
 - Payments from the pay period beginning on the 1st and ending on the 15th will be paid on, or before, the 26th of that month; and payments for the pay period beginning on the 16th thru the end of the month, will be paid on or before the 10th of the month.
 - The compensation set out above shall be the Temp's sole compensation under the Temporary Employment Contract. Sick leave will be provided in accordance with the law.
 - o Payments to the Temp shall be subject to employer withholding.



Temporary Year-Round Instructional Aide

Job Description

Position Title: Temporary Year-Round Instructional Aide

Reports To: Teacher of Record

FLSA Status: Non-Exempt School Classification: Classified

Pay Range: \$15-18 per hour

Work Schedule: Varies Location: Remote

Position Summary: The Instructional Aide supports the staff and students by completing various duties outlined in this job description to support student engagement and learning.

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 at least one year experience related to the duties and responsibilities specified.
- 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:

- Carry out tasks assigned by the admin/teacher of record.
- Provide support to the teacher to ensure students are engaged in their academics.
- Contact students via phone, text, or zoom to help keep them engaged.
- Collect student work samples, and required signed documents for the teacher of record.
- Assist students in uploading work and required documents
- Follow up on emails written by the teacher of record.
- Assists students and/or parents, individually or in groups, with lesson assignments to present or reinforce learning concepts.
- Assist students and/or parents in connecting with the proper support needed by their teachers
 of record, academic support and content teachers.
- Assist in the maintenance/preparation of instructional materials.
- Assist in maintenance of student attendance and achievement.
- Assist students in attending enrichment webinars.

Other Duties

- 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.

Knowledge and Abilities: 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.

- Effective written and oral communication form.
- Ability to understand and follow safety procedures.
- Develop and maintain effective working relationships.
- Display sensitivity, tact and responsiveness in various situations and needs.
- Handle public contact and relations effectively.
- Ability to understand and follow specific instructions and procedures.
- Analyze and resolve problems.
- Ability to work independently and coordinate with others.
- Maintain accurate and orderly records.
- Ability to work collaboratively with a team.
- Maintain a high level of confidentiality.

Handle feedback and constructive criticism.

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

Hazards:

Contact with dissatisfied individuals

Employee Acknowledgement:





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: ("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. <u>Claims Not Covered by the Arbitration Agreement</u>

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. <u>Discovery</u>

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. <u>Arbitration Decision</u>

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. <u>Arbitration Fees and Costs</u>

The fees for the arbitrator (including any administrative costs charged by the arbitration administer) 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 Hannah Makkai and Meghan Freeman on behalf of the COMPANY.

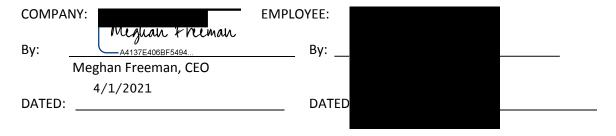
XII. Binding Effect

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.





Temporary Contract Addendum

April 23, 2021

Re: Temporary Technology Support Position -

your conversation with Laura Spencer, your temporary contract (attached) will be amended (by virtue of this contract addendum) to now include a start date of April 27, 2021.

Please let us know if you have any questions or concerns.

Meglian Freeman

4/26/2021

Meghan Freeman CEO





Date of Offer: April 14, 2021

Assignment Offered: Temporary Technology Support

Candidate Name:

It is our pleasure to offer you a temporary position with the Elite Academic Academy - Lucerne (the "School"). This Temporary Employment Contract (the "Contract" or "Temporary Employment Contract") states the terms and conditions that govern the contractual agreement between Elite Academic Academy - (the "Temp") who agrees to be bound by this Contract.

WHEREAS, the School is engaged in Public Charter School Education; and

WHEREAS, the School desires to employ and retain the services of the Temp on a temporary basis according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the School and the Temp (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

- The term of this Temporary Employment Contract shall commence on May 3, 2021 and continue until August 15, 2021.
- The Temp agrees and acknowledges that, just as the Temp has the right to terminate employment with the School at any time, with or without cause and with or without notice, the School has the same right, and may terminate the Temp's employment with the School at any time, with or without cause and with or without notice.
- The School shall employ the Temp as an Technology Support (the "Position") performing the duties described on Exhibit A attached hereto. The Temp accepts employment with the School on the terms and conditions set forth in this Temporary Employment Contract, and agrees to devote his/her full time and attention (reasonable periods of illness excepted) to the performance of his/her duties under this Contract.
- The Temp's days of work shall be Monday through Friday (and/or on weekends) at hours determined by the School; provided that ordinary working hours shall not exceed 8 hours per day, or 40 hours per week, unless agreed upon by the School
- In consideration for the performance of the duties hereunder, the Temp shall be entitled to compensation as described on Exhibit B attached hereto.
- The Temp agrees and acknowledges that he/she shall comply with the School's Employee Handbook. Copies of such documents are available upon request.
- No modification of this Contract shall be valid unless in writing and agreed upon by both Parties.

• This Temporary Employment Contract and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of California and subject to the exclusive jurisdiction of the federal and state courts located in San Bernardino, California

IN WITNESS WHEREOF, each of the Parties has executed this Temporary Employment Contract, , as of the day and year set forth below.

Elite Academic Academy

Meghan Freman	4/14/2021	
Meghan Freeman - CEO	Date	

AGREED TO AND ACCEPTED BY:



Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- COMPENSATION.
 - The Temp shall be entitled to receive an hourly rate of \$20.00 (the "Compensation") for performance of the duties described in the Temporary Employment Contract.
 - Payments from the pay period beginning on the 1st and ending on the 15th will be paid on, or before, the 26th of that month; and payments for the pay period beginning on the 16th thru the end of the month, will be paid on or before the 10th of the month.
 - The compensation set out above shall be the Temp's sole compensation under the Temporary Employment Contract. Sick leave will be provided in accordance with the law after 90 days of employment.
 - o Payments to the Temp shall be subject to employer withholding.



Temporary Technology Support

Job Description

Position Title: Temporary Technology 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 Temporary Technology 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.
- 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 Director of Academic Innovation 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 Acknov	vledgement:		
			4/14/2021
			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: ("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. <u>Claims Not Covered by the Arbitration Agreement</u>

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. <u>Discovery</u>

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. <u>Arbitration Decision</u>

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. <u>Arbitration Fees and Costs</u>

The fees for the arbitrator (including any administrative costs charged by the arbitration administer) 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 Nathan Gray and Meghan Freeman on behalf of the COMPANY.

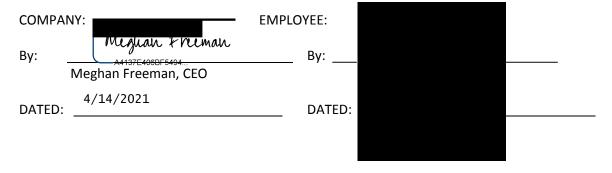
XII. Binding Effect

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.





Date of Offer: April 14, 2021

Assignment Offered: Temporary Technology Support

Candidate

It is our pleasure to offer you a temporary position with the Elite Academic Academy - Lucerne (the "School"). This Temporary Employment Contract (the "Contract" or "Temporary Employment Contract") states the terms and conditions that govern the contractual agreement between Elite Academic Academy (the "Temp") who agrees to be bound by this Contract.

WHEREAS, the School is engaged in Public Charter School Education; and

WHEREAS, the School desires to employ and retain the services of the Temp on a temporary basis according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the School and the Temp (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

- The term of this Temporary Employment Contract shall commence on May 3, 2021 and continue until August 15, 2021.
- The Temp agrees and acknowledges that, just as the Temp has the right to terminate employment with the School at any time, with or without cause and with or without notice, the School has the same right, and may terminate the Temp's employment with the School at any time, with or without cause and with or without notice.
- The School shall employ the Temp as an Technology Support (the "Position") performing the duties described on Exhibit A attached hereto. The Temp accepts employment with the School on the terms and conditions set forth in this Temporary Employment Contract, and agrees to devote his/her full time and attention (reasonable periods of illness excepted) to the performance of his/her duties under this Contract.
- The Temp's days of work shall be Monday through Friday (and/or on weekends) at hours determined by the School; provided that ordinary working hours shall not exceed 8 hours per day, or 40 hours per week, unless agreed upon by the School
- In consideration for the performance of the duties hereunder, the Temp shall be entitled to compensation as described on Exhibit B attached hereto.
- The Temp agrees and acknowledges that he/she shall comply with the School's Employee Handbook. Copies of such documents are available upon request.
- No modification of this Contract shall be valid unless in writing and agreed upon by both Parties.

• This Temporary Employment Contract and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of California and subject to the exclusive jurisdiction of the federal and state courts located in San Bernardino, California

IN WITNESS WHEREOF, each of the Parties has executed this Temporary Employment Contract, , as of the day and year set forth below.

Elite Academic Academy

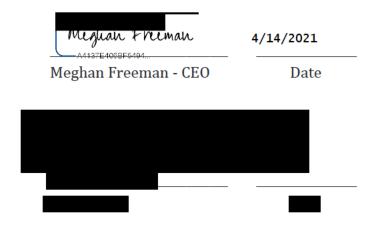


Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- COMPENSATION.
 - The Temp shall be entitled to receive an hourly rate of \$20.00 (the "Compensation") for performance of the duties described in the Temporary Employment Contract.
 - Payments from the pay period beginning on the 1st and ending on the 15th will be paid on, or before, the 26th of that month; and payments for the pay period beginning on the 16th thru the end of the month, will be paid on or before the 10th of the month.
 - The compensation set out above shall be the Temp's sole compensation under the Temporary Employment Contract. Sick leave will be provided in accordance with the law after 90 days of employment.
 - o Payments to the Temp shall be subject to employer withholding.



Temporary Technology Support

Job Description

Position Title: Temporary Technology 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 Temporary Technology 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.
- 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 Director of Academic Innovation 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:





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: 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. <u>Claims Not Covered by the Arbitration Agreement</u>

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. <u>Discovery</u>

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. <u>Arbitration Decision</u>

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 administer) 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 Nathan Gray and Meghan Freeman on behalf of the COMPANY.

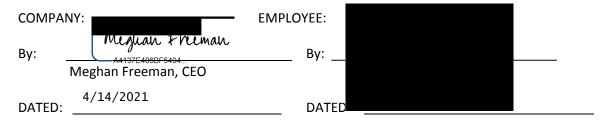
XII. Binding Effect

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.





Date of Offer: April 1, 2021

Assignment Offered: Temporary Admissions Clerk

It is our pleasure to offer you a temporary position with the Elite Academic Academy - Lucerne (the "School"). This Temporary Employment Contract (the "Contract" or "Temporary Employment Contract") states the terms and conditions that govern the contractual agreement between Elite Academic Academy - Lucerne and Adrian Heredia (the "Temp") who agrees to be bound by this Contract.

WHEREAS, the School is engaged in Public Charter School Education; and

WHEREAS, the School desires to employ and retain the services of the Temp on a temporary basis according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the School and the Temp (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

- The term of this Temporary Employment Contract shall commence on April 5, 2021 and continue until August 15, 2021.
- The Temp agrees and acknowledges that, just as the Temp has the right to terminate employment with the School at any time, with or without cause and with or without notice, the School has the same right, and may terminate the Temp's employment with the School at any time, with or without cause and with or without notice.
- The School shall employ the Temp as an Admissions Clerk (the "Position") performing the duties
 described on Exhibit A attached hereto. The Temp accepts employment with the School on the
 terms and conditions set forth in this Temporary Employment Contract, and agrees to devote
 his/her full time and attention (reasonable periods of illness excepted) to the performance of
 his/her duties under this Contract.
- The Temp's days of work shall be Monday through Friday (and/or on weekends) at hours determined by the School, provided that ordinary working hours shall not exceed 20 hours per week unless agreed upon by the School.
- In consideration for the performance of the duties hereunder, the Temp shall be entitled to compensation as described on Exhibit B attached hereto.
- The Temp agrees and acknowledges that he/she shall comply with the School's Employee Handbook. Copies of such documents are available upon request.
- No modification of this Contract shall be valid unless in writing and agreed upon by both Parties.

• This Temporary Employment Contract and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of California and subject to the exclusive jurisdiction of the federal and state courts located in San Bernardino, California

IN WITNESS WHEREOF, each of the Parties has executed this Temporary Employment Contract, , as of the day and year set forth below.

Elite Academic Academy

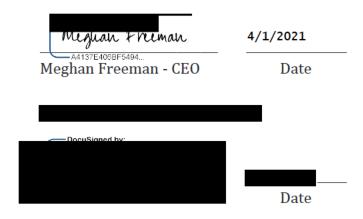


Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- COMPENSATION.
 - The Temp shall be entitled to receive an hourly rate of \$25 (the "Compensation") for performance of the duties described in the Temporary Employment Contract.
 - Payments from the pay period beginning on the 1st and ending on the 15th will be paid on, or before, the 26th of that month; and payments for the pay period beginning on the 16th thru the end of the month, will be paid on or before the 10th of the month.
 - The compensation set out above shall be the Temp's sole compensation under the Temporary Employment Contract. Sick leave will be provided in accordance with the law after 90 days of employment.
 - o Payments to the Temp shall be subject to employer withholding.



Temporary Admissions Clerk

Job Description

Position Title: Temporary Admissions Clerk
Reports To: Chief Operating Officer

FLSA Status: Non-Exempt **School Classification**: Classified

Pay Range: \$20-\$25 (depending upon experience)

Work Schedule: Temporary; Part-Time (approximately 4 hours per day; approximately 6

weeks)

Location: Onsite or Remote Office (TBD)

Position Summary: The Temporary Admissions Clerk mainly supports the Operations Department and functions as the primary point of contact for all inquiries pertaining to potential new enrollees. This position requires highly-effective interpersonal, organizational, and communication skills (both oral and written), in order to effectively interface with parents, students and staff members.

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: High school diploma; and three years clerical experience. Experience in the independent study educational model preferred. Bilingual skills preferred.
- Experience with data entry, student information system, and independent study compliance.
- 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.
- Any other qualifications the Board of Education may deem necessary or desirable.

ESSENTIAL FUNCTIONS and RESPONSIBILITIES:

- Collaborate and coordinate with administrative team members to support all activities..
- Support and follow the established registration schedule.
- Attend off-site enrollment events to represent program and support families with enrollment process.
- Communicate with potential families as the first point of contact on behalf of the Admissions Department concerning all program options, requirements, and expectations.
- Coordinate the flow of initial contact communication in a timely basis between any prospective new enrollees and the appropriate Program Leads (or designees), SPED/ Counseling, etc.
- Process applications for admissions, review for accuracy and completeness and follow up with families regarding necessary supporting documents.
- Confirm students meet residency requirements in accordance with State and organizational policies.
- Input and maintain all student data into the student information system (SIS); including demographics, EL status, homeless status, etc.
- Maintain master student enrollment rosters.
- Communicate with Vendors regarding rosters.
- Update changes in student demographics and collect supporting documentation, as needed.
- Communicate status updates in an organized and timely manner.
- Create enrollment files for students.
- Work with Operations Lead on student enrollments and student withdraws.
- Audit master agreements, including student demographics, course selection, and signatures.
- Audit compliance documents.

Other Duties

- 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.

Knowledge of:

- Independent Study compliance practices and procedures.
- Student Information System, (School Pathways).

- Telephone techniques and etiquette.
- Modern office practices, procedures and equipment.
- Oral and written communication skills.
- Interpersonal skills using tact, patience and courtesy.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Operation of a computer and assigned software.
- Record-keeping and report preparation techniques.
- Mathematical computations.

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.
- 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 an office setting and public forums.

Indoor varying in temperature.

Employee Acknowledgement:





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: ("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. <u>Claims Not Covered by the Arbitration Agreement</u>

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. <u>Discovery</u>

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. <u>Arbitration Decision</u>

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. <u>Arbitration Fees and Costs</u>

The fees for the arbitrator (including any administrative costs charged by the arbitration administer) 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 Adrian Heredia and Meghan Freeman on behalf of the COMPANY.

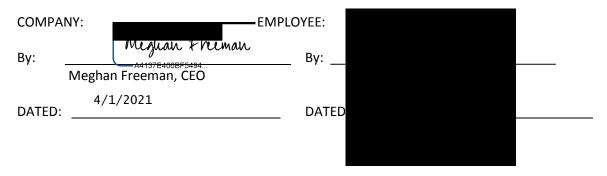
XII. Binding Effect

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.





Date of Offer: April 19, 2021

Assignment Offered: Temporary Teacher of Record

Candidate Name:

Candidate Address:

It is our pleasure to offer you a position with Elite Academic Academy - Lucerne, as a Temporary Teacher of Record. This offer is contingent upon final Board approval, an acceptable FBI/DOJ background clearance, student enrollment in the Year Round program, and your timely completion of the requirements set forth in this letter.

If you are currently under contract with another district/charter for June 16, 2021 - August 10, 2021, you must provide Elite Academic Academy - Lucerne with documentation of your eligibility for employment (most traditional schools only contract through June). You must meet all certification requirements before the beginning of your assignment. Failure to timely provide the specified credentials will nullify this offer.

Upon completion of these matters, and we have the student enrollment in the program, and your area of preference, the CEO will have final approval of your employment. At that time, we will send you a temporary employment contract for your review, signature, and completion. Your salary would be based on the compensation as outlined below. If you are offered an assignment and you choose to decline it, Elite Academic Academy - Lucerne is not obligated to offer you another assignment. You would, however, be eligible to apply and interview for other assignments.

Terms and Benefits for this position:

Start Date: June 16,2021 **Term**: Temporary/At- Will

Position Title: Temporary Teacher of Record

FLSA/CA Classification: Exempt

Stipends: \$6000 teaching stipend/\$450 mileage stipend

Number of Sick Days: 0 Number of Vacation Days: 0

Work Days: (Monday- Friday) Year Round Calendar

Retirement Benefits: STRS

Please sign below to indicate your acceptance of this conditional offer and return this letter within 7 calendar days. Please let us know if you have any questions. We look forward to working with you. Please understand vacation time is not granted and you are expected to work full-time from June 16, 2021- August 10, 2021.

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

Candidate:
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(Initial) I do not accept the offer of employment with Elite Academic Academy
Chief Executive Officer



Date of Offer: April 19, 2021

Assignment Offered: Temporary Teacher of Record

Candidate Name:

It is our pleasure to offer you a position with Elite Academic Academy - Lucerne, as a Temporary Teacher of Record. This offer is contingent upon final Board approval, an acceptable FBI/DOJ background clearance, student enrollment in the Year Round program, and your timely completion of the requirements set forth in this letter.

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Terms and Benefits for this position:

Start Date: June 16,2021 **Term**: Temporary/At- Will

Position Title: Temporary Teacher of Record

FLSA/CA Classification: Exempt

Stipends: \$6000 teaching stipend/\$450 mileage stipend

Number of Sick Days: 0 Number of Vacation Days: 0

Work Days: (Monday- Friday) Year Round Calendar

Retirement Benefits: STRS

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Chief Executive Officer	Docusigned by: Meghan Freeman A4137E408BF5494	Date	



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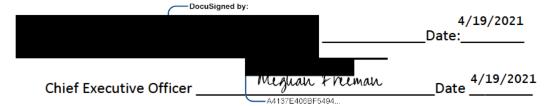
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DocuSigned by: 4/19/2021 AUABEEDA219D457 Date:

4/19/2021

_Date _____

Meghan Freeman



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Upon completion of these matters, and we have the student enrollment in the program, and your area of preference, the CEO will have final approval of your employment. At that time, we will send you a temporary employment contract for your review, signature, and completion. Your salary would be based on the compensation as outlined below. If you are offered an assignment and you choose to decline it, Elite Academic Academy - Lucerne is not obligated to offer you another assignment. You would, however, be eligible to apply and interview for other assignments.

Terms and Benefits for this position:

Start Date: June 16,2021 **Term**: Temporary/At- Will

Position Title: Temporary Teacher of Record

FLSA/CA Classification: Exempt

Stipends: \$6000 teaching stipend/\$450 mileage stipend

Number of Sick Days: 0 Number of Vacation Days: 0

Work Days: (Monday- Friday) Year Round Calendar

Retirement Benefits: STRS

Please sign below to indicate your acceptance of this conditional offer and return this letter within 7 calendar days. Please let us know if you have any questions. We look forward to working with you. Please understand vacation time is not granted and you are expected to work full-time from June 16, 2021- August 10, 2021.

Candidate:	

X (Initial) <u>I accept</u> the offer of employment with Elite Academic Academy starting June 16, 2021. I understand that this offer is expressly conditioned on Board approval, an acceptable FBI/DOJ background check, student enrollment and my timely completion of the requirements set out in this letter.

		with Elite Academic Academy
		4/10/2021
Signature:		Date:
		4/9/2021
Chief Executive Officer	Meghan Freeman	Date



Assignment Offered: Temporary Teacher of Record

Candidate Name:

Candidate Address:

It is our pleasure to offer you a position with Elite Academic Academy - Lucerne, as a Temporary Teacher of Record. This offer is contingent upon final Board approval, an acceptable FBI/DOJ background clearance, student enrollment in the Year Round program, and your timely completion of the requirements set forth in this letter.

If you are currently under contract with another district/charter for June 16, 2021 - August 10, 2021, you must provide Elite Academic Academy - Lucerne with documentation of your eligibility for employment (most traditional schools only contract through June). You must meet all certification requirements before the beginning of your assignment. Failure to timely provide the specified credentials will nullify this offer.

Upon completion of these matters, and we have the student enrollment in the program, and your area of preference, the CEO will have final approval of your employment. At that time, we will send you a temporary employment contract for your review, signature, and completion. Your salary would be based on the compensation as outlined below. If you are offered an assignment and you choose to decline it, Elite Academic Academy - Lucerne is not obligated to offer you another assignment. You would, however, be eligible to apply and interview for other assignments.

Terms and Benefits for this position:

Start Date: June 16,2021 **Term**: Temporary/At- Will

Position Title: Temporary Teacher of Record

FLSA/CA Classification: Exempt

Stipends: \$6000 teaching stipend/\$450 mileage stipend

Number of Sick Days: 0 Number of Vacation Days: 0

Work Days: (Monday- Friday) Year Round Calendar

Retirement Benefits: STRS

Please sign below to indicate your acceptance of this conditional offer and return this letter within 7 calendar days. Please let us know if you have any questions. We look forward to working with you. Please understand vacation time is not granted and you are expected to work full-time from June 16, 2021- August 10, 2021.

Candidate:			
understand that this offe	r is expressly conditioned on B	th Elite Academic Academy starting oard approval, an acceptable FBI/DO. equirements set out in this letter.	_
(Initial) I <u>do not ac</u>	cept the offer of employment	with Elite Academic Academy	
DocuSigned by:	:		
		4/26/2021 Date:	
Chief Executive Officer	Meghan Freeman	4/26/2021 Date	



Assignment Offered: Temporary Teacher of Record

Candidate Name:

Candidate Address:

It is our pleasure to offer you a position with Elite Academic Academy - Lucerne, as a Temporary Teacher of Record. This offer is contingent upon final Board approval, an acceptable FBI/DOJ background clearance, student enrollment in the Year Round program, and your timely completion of the requirements set forth in this letter.

If you are currently under contract with another district/charter for June 16, 2021 - August 10, 2021, you must provide Elite Academic Academy - Lucerne with documentation of your eligibility for employment (most traditional schools only contract through June). You must meet all certification requirements before the beginning of your assignment. Failure to timely provide the specified credentials will nullify this offer.

Upon completion of these matters, and we have the student enrollment in the program, and your area of preference, the CEO will have final approval of your employment. At that time, we will send you a temporary employment contract for your review, signature, and completion. Your salary would be based on the compensation as outlined below. If you are offered an assignment and you choose to decline it, Elite Academic Academy - Lucerne is not obligated to offer you another assignment. You would, however, be eligible to apply and interview for other assignments.

Terms and Benefits for this position:

Start Date: June 16,2021 **Term**: Temporary/At- Will

Position Title: Temporary Teacher of Record

FLSA/CA Classification: Exempt

Stipends: \$6000 teaching stipend/\$450 mileage stipend

Number of Sick Days: 0 Number of Vacation Days: 0

Work Days: (Monday- Friday) Year Round Calendar

Retirement Benefits: STRS

Please sign below to indicate your acceptance of this conditional offer and return this letter within 7 calendar days. Please let us know if you have any questions. We look forward to working with you. Please understand vacation time is not granted and you are expected to work full-time from June 16, 2021- August 10, 2021.

Candidate:

X (Initial) I accept the offer of employment with Elite Academic Academy starting June	16,	2021. I
understand that this offer is expressly conditioned on Board approval, an acceptable FBI/DOJ backg	roun	d check,

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

student enrollment and my timely completion of the requirements set out in this letter.





AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - [SCHOOL]

Name: [New Hire]

in the position of

Title: [Position Title]

[DATE]

[NEW HIRE]
[HOME ADDRESS]

Dear [NEW HIRE],

We are pleased to offer you the position of full-time exempt [POSITION TITLE] Teacher with Elite Academic Academy- [SCHOOL] (the "School") commencing July 1, 2021 (please see below regarding employment start date), 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 [SUPERVISOR NAME].

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.

You will be paid an annual salary of \$62,000 less applicable withholdings for 187 days of work (see calendar attached). 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.

<u>Paid Leave of Absence</u>: From July 1, 2021 through August 17, 2021 (the "Summer"), you are not expected to render teaching services to students. Therefore, during the Summer, you shall be on a paid leave of absence and will receive your regular salary and health insurance benefits during those months per the schedule noted above.

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 Actor 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- [SCHOOL] team, contributing to the Certificated Teaching Department, and personally growing with the School.

Meghan Freeman CEO	Date:		
AGREED TO AND ACCEPTED BY:			
Employee: NAME			
Signature		Date:	

Sincerely,



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - [SCHOOL]

Name: [New Hire]

in the position of

Title: [Position Title]

[DATE]

[NEW HIRE]
[HOME ADDRESS]

Dear [NEW HIRE],

We are pleased to offer you the position of full-time exempt [POSITION TITLE] Teacher with Elite Academic Academy- [SCHOOL] (the "School") commencing July 1, 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 attached job description (attached) and you will report to [SUPERVISOR NAME].

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..

You will be paid an annual salary of \$74,000 less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above). 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 26^{th} 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 Actor 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- [SCHOOL] team, contributing to the Certificated Teaching Department, and personally growing with the School.

•		
Meghan Freeman CEO	Date:	
AGREED TO AND ACCEPTED BY:	:	
Employee: NAME		
Signature:		Date:

Sincerely.



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter-NAME OF COMPANY

Name: EMPLOYEE NAME

in the position of

Title: POSITION

DATE: EMPLOYEE NAME: HOME ADDRESS:

Dear EMPLOYEE,

We are pleased to offer you the position of **Full Time (Exempt)**_____ commencing **DATE**. We are delighted you chose to join the Elite Academic Academy - NAME OF COMPANY (the "School") 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 SUPERVISOR. 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;
 - 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 sole 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; 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 you will not render services in person or by electronic means, paid or otherwise, for any other entity during your work hours for the School.
- 4. You will be paid an annual salary of \$125,000, less applicable withholdings for 232 days of work (see calendar attached). You will also receive a stipend of \$250 a month for travel and mileage (in lieu of mileage reimbursement). You will be paid once a month on or before the 26th of each month. Please refer to the attached payroll calendar to confirm your exact pay dates.
 - 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.
- 5. 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.
- 6. You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of vacation and sick pay, and California State Teachers Retirement System, (as outlined in the School's Employee Handbook).
- 7. 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.
- 8. 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 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 the School 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. 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 Actor 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 [DEPARTMENT] and personally growing with the School.

Sincerely,

Meghan Freeman CEO/Designee Signature:	Date:
AGREED TO AND ACCEPTED BY: Employee Name	
Employee Signature:	Date:
Address:	
Telephone:	



Between Elite Academic Academy Charter-NAME OF COMPANY

Name: EMPLOYEE NAME

in the position of

Title: POSITION

DATE: EMPLOYEE NAME: HOME ADDRESS:

Dear EMPLOYEE,

We are pleased to offer you the position of **Full Time (Exempt)**_____ commencing **DATE**. We are delighted you chose to join the Elite Academic Academy - NAME OF COMPANY (the "School") 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 SUPERVISOR. 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;
 - 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 sole 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; 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 you will not render services in person or by electronic means, paid or otherwise, for any other entity during your work hours for the School.
- 4. You will be paid an annual salary of \$______, less applicable withholdings for 232 days of work (see calendar attached). You will also receive a stipend of \$250 a month for travel and mileage (in lieu of mileage reimbursement). You will be paid once a month on or before the 26th of each month. Please refer to the attached payroll calendar to confirm your exact pay dates.
- 5. 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.
- 6. You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of vacation and sick pay (as outlined in the School's Employee Handbook).
- 7. 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.
- 8. 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 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 the School 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. 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 Actor 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 [DEPARTMENT] and personally growing with the School.

Sincerely,

Meghan Freeman	
CEO/Designee Signature:	Date:
CEO/Designee Signature:	Date

AGREED TO AND ACCEPTED BY: Employee Name	
Employee Signature:	Date:
Address:	
Telephone:	



Between Elite Academic Academy Charter - COMPANY NAME

Name: EMPLOYEE NAME

in the position of

Tida DOCITION

Title: POSITION
DATE
NAME:
HOME ADDRESS:
Dear NAME,
We are pleased to offer you the position of Full -Time (NON-Exempt) with Elite Academic Academy – COMPANY NAME (the "School") commencing July 1, 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 SUPERVISOR. 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
 - 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. You will be paid \$RATE an hour for all regular hours worked, less applicable withholdings, for 239 days of work (see attached calendar). We anticipate that there will be occasions when we will ask you 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 10thh and 26th of each month. Human Resources will confirm your exact pay dates.
- 5. You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of vacation and sick pay (as outlined in the School's Employee Handbook)
- 6. 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.
- 7. 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.
- 8. You are required to record your time via our timekeeping system, in Paycom. You will be provided with specific instructions regarding this system. You will be responsible for reviewing, approving, and submitting your time to your supervisor. You must report any instance where you believe your time, or pay, is inaccurate to the payroll department.
- 9. 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.
- 10. 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.
- 11. 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 (please refer to the Employee Handbook for this document).

- 12. 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 Actor or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.
- 13. You affirm that you are not a party to any agreement(s) such as a non-competition agreement that would prohibit you from employment with us.
- 14. 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.
- 15. 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 DEPARTMENT, and personally growing with the School.

Sincerely,	
Meghan Freeman, CEO	Data
CEO/Designee Signature:	Date:

AGREED TO AND ACCEPTED BY: EMPLOYEE NAME

Employee Signature:	Date:
Address:	
Telephone:	



Between Elite Academic Academy Charter - COMPANY NAME

Name: EMPLOYEE NAME

in the position of

Title: POSITION

Title, POSITION
DATE
NAME:
HOME ADDRESS:
Dear NAME,
We are pleased to offer you the position of Full -Time (NON-Exempt) with Elite Academic Academy – COMPANY NAME (the "School") commencing DATE . 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 SUPERVISOR. 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. You will be paid an annual salary of \$RATE; which is a monthly salary of \$___, and is \$___ per pay period, less applicable withholdings for 239 days of work (see calendar attached). We anticipate that there will be occasions when we will ask you 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. Please refer to the attached payroll calendar to confirm your exact pay dates.
- 5. You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of vacation and sick pay (as outlined in the School's Employee Handbook)
- 6. 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.
- 7. 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.
- 8. You are required to record your time via our timekeeping system, in Paycom. You will be provided with specific instructions regarding this system. You will be responsible for reviewing, approving, and submitting your time to your supervisor. You must report any instance where you believe your time, or pay, is inaccurate to the payroll department.
- 9. 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.
- 10. 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.

- 11. 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 (please refer to the Employee Handbook for this document).
- 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 Actor 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 DEPARTMENT, and personally growing with the School.

Sincerely,	
Meghan Freeman, CEO	
CEO/Designee Signature:	Date:

AGREED TO AND ACCEPTED BY: EMPLOYEE NAME

Employee Signature:	Date:
Address:	
Telephone:	



Between Elite Academic Academy Charter - COMPANY NAME

Name: EMPLOYEE NAME

in the position of

Tida DOCITION

Title: POSITION
DATE
NAME:
HOME ADDRESS:
Dear NAME,
We are pleased to offer you the position of Part-Time (NON-Exempt) with Elite Academic Academy – COMPANY NAME (the "School") commencing DATE . 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 SUPERVISOR. 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
 - 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 see

- 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. You will be paid \$RATE an hour for all regular hours worked, for a maximum of 20 hours per week, less applicable withholdings, for 224 days of work (see attached calendar). We anticipate that there will be occasions when we will ask you to work over 20 hours per week, and/or occasions when you may be asked to work overtime. All overtime hours must be approved in advance by your supervisor. 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 10thh 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 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.

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

Sincerely,	
Meghan Freeman, CEO	
CEO/Designee Signature:	Date:
AGREED TO AND ACCEPTED BY:	
EMPLOYEE NAME	
Employee Signature:	Date:
Address:	

Telephone:



Between Elite Academic Academy Charter - COMPANY NAME

Name: EMPLOYEE NAME

in the position of

Title: POSITION

Title: POSITION
DATE
NAME:
HOME ADDRESS:
Dear NAME,
We are pleased to offer you the position of Part-Time (NON-Exempt) with Elite Academic Academy – COMPANY NAME (the "School") commencing DATE . 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 SUPERVISOR. 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.
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- 4. You will be paid \$RATE an hour for all regular hours worked, for a maximum of 20 hours per week, less applicable withholdings, for 239 days of work (see attached calendar). We anticipate that there will be occasions when we will ask you to work over 20 hours per week, and/or occasions when you may be asked to work overtime. All overtime hours must be approved in advance by your supervisor. 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 10thh 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.
- 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.
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- 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.
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Once again, we are looking forward to you joining the Elite Academic Team, contributing to the DEPARTMENT, and personally growing with the School.

Sincerely,	
Meghan Freeman, CEO	
CEO/Designee Signature:	Date:
AGREED TO AND ACCEPTED BY:	
EMPLOYEE NAME	
Employee Signature:	Date:
Address:	

Telephone:



CERTIFICATED NOTICE OF EMPLOYMENT

I hereby accept this offer of employment (as outlined in the attached job description) and agree to comply fully with each and every condition thereof, and to fulfill faithfully all of the duties of employment as Director of of Elite Academic Academy-School for the 2021-2022 school year.
The terms of your employment offer are conditioned upon the receipt of proof of legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks. It is understood that the period of employment will be from July 1, 2021 - June 30, 2022. Compensation is payable at the rate of \$10,416.67 per calendar month to be paid at the end of each month. The total estimated annual salary for the 2021 - 2022 school year will be no less than \$125,000. The 2021 - 2022 work year shall consist of 232 days (see calendar attached) with 15 vacation days per year (1.25 per month), verified by your work calendar that must be used by the end of the contracted year, with a maximum of a 5-day rollover. The Director of will also accrue sick days (as outlined in the Employee Handbook), as well as STRS retirement benefits.
You will also receive a stipend, of \$250 a month for travel and mileage (in lieu of mileage reimbursement).
It is understood that the charter will offer health and welfare benefits, totaling \$10,800 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.
Notwithstanding any other provisions of this Agreement, the Board, at its sole discretion, shall upon giving thirty (30) days' written notice, have the option to terminate this agreement without cause. Within the 30-day notice period, the Director of shall have the opportunity to propose a cure and correction plan to the CEO, and the Board shall have the sole discretion to allow the Director of to implement the cure and correction plan. If the Board elects the option to terminate this agreement, however, it shall pay the Director of in one (1) lump sum payment within one hundred twenty (120) days of giving written notice of termination, an amount equal to the

lesser of the salary for a period of three (3) months or the salary for the number of months

remaining on the agreement, if such remainder is less than three (3) months. In addition, the health benefits will be maintained by the charter school covering the same length of time or until the Director of ______ finds other employment, whichever is less. The calculation for purposes of the lump sum payment shall not include any payment for vacation that would have been earned following thirty (30) days after the date of the notice of termination. If this agreement is terminated for cause, none of the aforementioned benefits will apply and the employee will forfeit any claims.

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 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 (please refer to the Employee Handbook for this document).

This offer of employment is subject to the laws of the State of California and Rules and Regulations of the State Board of Education and the Governing Board of the Charter. The terms and conditions set forth herein may be changed at any time by mutual consent of the contracting parties. The terms and conditions set forth herein may be changed at any time by mutual consent of the contracting parties. In the event that ADA declines or projections are not met after P1/P2 certification, resulting in a declining ending fund balance, the CEO reserves the right to re-negotiate and adjust the financial terms of the contract within 30 days of a written notice. The CEO reserves the right to make any assignment that your credential authorizes and to change that assignment at its discretion. The above salary rate is subject to review (upward or downward) of official transcripts and if verified experience does not agree with the unofficial information supplied in your application.

If you wish to accept this offer of employment, please sign and return within 5 days.

Date:	Date:
Signed:	Signed:
Meghan Freeman - CEO	NAME Director of

	ТВ	
Cabinet/Directors		
Elite Cabinet	By Contract	* Split between both charters
Elite Director	\$115,000 - \$160,000	* Split between both charters (232 calendar)
Elite Coordinator	\$105,000 - \$110,000	
Assistant Director	\$95,000-\$105,000	*Split between both charters (224 calendar)
Teachers		
Content Lead Teacher	\$90,000-\$105,000	*Split between both charters (224 calendar)
Elite Program Lead Teacher	\$80,000-\$90,000	*Split between both charters (224 calendar)
Special Education - Education Specialist	\$75,000 - \$90,000	187/224 calendar
Content Teachers	\$35-\$45 per hour (PT)	224 calendar
Elite Academy Teachers/TOSA	Starting \$62,000	Starting \$74,000
	11 Month - 187 Day Calendar	12 Month - 224 Day Calendar
Yr 1	\$62,000	\$74,000
Yr 2	\$64,890	\$76,281
	* freeze at year 2 due to COVID	* freeze at year 2 due to COVID
Yr 3	\$64,890	\$76,281
	* continued freeze at year 3 due to COVID	* continued freeze at year 3 due to COVID
Yr 4	\$64,890	\$76,281
Yr 5	TBD	TBD
Yr 6	TBD	TBD
Other		
Counselor	\$65,000-\$85,000	224 calendar
Visual and Performing Arts Lead	\$65,000-\$90,000	224 calendar
Adventure Academy Lead	\$65,000-\$90,000	224 calendar
Instructional Learning Coach (credentialed)	\$25-\$35/hour (PT and/or FT)	224 Calendar
Temp Employees		
SOAR Admin. Temp Employee	\$2000-\$6,000	Temp calendar
SOAR Temp Teacher	\$250/day	Temp calendar
Year Round Temp Teacher of Record (Full Time)	\$6000 stipend (\$450 mileage stipend)	Temp calendar
Year Round Temp Virtual Teacher	\$35/\$40 per hour (PT)	Temp calendar

CLASSIFIED SALARY RANGE 2021/2022			
Cabinet/Directors			
Elite Cabinet	By contract	* Split between both charters	
Elite Director	\$125,000-\$145,000	* Split between both charters (232 calendar)	
Human Resources			
Administrative Assistant	\$20-\$30 per hour	239 calendar	
Temp Year-Round Administrative Assistant	\$15-\$20 per hour (PT)	Temp calendar	
Operations			
Operations Coordinator	\$65,000-\$75,000	239 calendar	
Operations Lead	\$45,000-\$65,000	239 calendar	
Admissions and Compliance Technician	\$45,000-\$55,000	239 calendar	
Admissions Clerk	\$20-\$25 per hour (PT)	239 calendar	
Temp Year-Round Admissions Clerks	\$20-\$25 per hour (PT)	Temp calendar	
Business Department			
Technology Support Coordinator	\$55,000-\$65,000	239 Calendar	
Business Clerks	\$18-\$25 per hour (PT)	239 Calendar	
Business Leads	\$55,000-\$65,000	239 Calendar	
Temp Year-Round Business Clerks	\$18-\$25 per hour (PT)	Temp calendar	
Temp Year-Round Educational Business Services Clerk	\$18-\$25 per hour (PT)	Temp calendar	
Temp Year-Round Inventory Clerk	\$18-\$25 per hour (PT)	Temp calendar	
Educational Business Liaison	\$55,000-\$65,000	239 Calendar	
Marketing Department			
Community & Marketing Coordinator	\$60,000- \$70,000	239 Calendar	
Athletic Department			
Athletic Lead	\$60,000 - \$80,000	224 Calendar	
Academics			
Instructional Aide	\$25-\$35 per hour (PT and/or FT)	239 Calendar	
Assistant Instructional Designer	\$15-\$20 per hour (PT)	239 Calendar	
Student Support Services Liaison	\$15-\$20 per hour (PT)	239 Calendar	
SPED Liaison	\$18-\$20 per hour (PT)	239 Calendar	

BENEFITS/STIPENDS2020/2021				
Health Benefits Stipend	\$900 per eligible month			
Cash In Lieu	\$200 per eligible month			
Mileage/Supply Stipend				
	\$50/month			
	\$150/month			
Directors	\$250/month			
CEO	By Contract			

20 - h a
30+hours/week
30+hours/week



Elite Academic Academy-Lucerne (EPA) Spending Plan

Proposition 30, "The Schools and Local Public Safety Protection Act of 2012," temporarily increased the state sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers. The new revenues generated from Proposition 30 are deposited into an account called the Education Protection Account (EPA). Charter schools such as Elite Academic Academy-Lucerne receive funds from the EPA based on their proportionate share of the statewide revenue limit amount.

Proposition 30 provides that governing boards of local agencies such as Elite Academic Academy-Lucerne have the sole authority to determine how they spend EPA funds, provided that the spending plan must be approved during a public meeting of the governing board. EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs.

Each year, the local agency must publish on its Website an accounting of how much money was received from the EPA and how the funds were expended. The estimated EPA entitlement for Elite Academic Academy- Lucerne is as follows:

2018-19 School Year (audited)	\$ 46,452
2019-20 School Year (audited)	\$ 109,316
2020-21 School Year (budgeted)	\$ 109,316

EPA funds have been and will be used to cover salaries of certain non-administrative certificated classroom teachers.

This plan will be updated to reflect the actual amount of EPA funds received each year. Additional information will also be available in Elite Academic Academy's financial report.

Employment Consultant Contract

Elite Academic Academy referred to as "EAA" and Branché Jones referred to as "Consultant," do hereby agree to the terms and conditions of a Consultant Contract as set forth below.

- (1) EAA agrees to utilize services of Consultant on a monthly basis starting on May 1, 2021. The terms of this contract shall be in effect throughout and may be terminated by either party with 30 days notice.
- (2) Consultant is an independent contractor, engaged herein by EAA to provide the services articulated in Section (4) and is not an employee of EAA and is not entitled to any benefit nor is subject to any obligation not provided in this individual contract.
- (3) EAA, as consideration for the services rendered by Consultant pursuant to this contract, shall pay Consultant during the effective term of this contract monthly installments of \$3,000. Monthly payments by EAA shall commence on the first day of each month and shall thereafter be made each month. Payment shall be mailed to the Consultant's most recent address of record on file with EAA. The method and amounts of such payment shall be uniform throughout the term of this contract agreement.
- (4) Services to be performed by Consultant shall include:
 - > Provide strategic counsel to EAA on any legislative or regulatory issues that may affect them.
 - >> Help draft any documentation or other background materials that EAA may need to produce.
 - Ensure that EAA is updated on all legislative and regulatory issues that may impact them. Additionally, work to determine if EAA needs to take any formal positions or actions on legislation or regulations.
 - > Perform other necessary services that may help EAA facilitate their legislative or regulatory needs.
 - > Perform any other duties that may be required.
- (5) Consultant's contact at EAA will be Meghan Freeman regarding administrative matters, for assignments, requirements and procedures of services to be performed and for evaluation of Consultant's performance. Consultant shall transmit to EAA written reports of services provided and any expenses for which reimbursement is required.
- (6) Actual and necessary business expenses, including travel by personal car, air or any other means of transportation incurred by Consultant in providing services to EAA shall be reimbursed upon submission of receipts or other substantiating documentation at rates established via negotiation agreement with EAA. Any travel shall be pre-approved by EAA.

- As an independent contractor, Consultant is not an employee or agent of EAA and shall not be limited by this agreement from providing to other persons any and all services which Consultant might agree to provide, providing that such services are not in conflict with this contract or in competition with the interests or programs under this contract. Consultant will not provide any information to any other organization or company about the details of EAA's operation, systems or curriculum without prior approval from EAA. Consultant and EAA agree to enter into a mutual confidential relationship.
- (8) These provisions constitute the complete understanding between the parties, and encompass all terms and conditions of the contract.

Consultant:	For Employer:
Name/Date	Name/Date
Address	Address
City, State, Zip	City, State, Zip

PANORAMA EDUCATION – SERVICE ORDER



	Client	Panorama	a Education, Inc	. ("Panorama")
Client Legal Name ("Client")	Elite Academic Academy	Company Name	Panorama Edi	ucation
Primary Contact, Title	Meghan Freeman	Primary Contact, Title	Abraham Diop Manager	, Client Success
Billing / Payment Address	43414 Business Park Drive	Billing Address	24 School Stre	eet, 4 th Floor
City / State / Zip	Temecula, CA	City / State / Zip	Boston, MA 02	2108
Email	mfreeman@eliteacademic.com	Email	adiop@panora	amaed.com
Phone	(866) 354-8302	Phone	617-812-9423	
(1) Description of Ser	vices and (2) Fees			
Description of Services Fees				
Panorama Surveys + S	EL Platform Liconco	Effective Date: Contract Term: (From Effective Date)		April 27, 2021
Access to Platform and S	upport (as defined in the Terms and nistration, analysis and reporting.			1 Year
 Social-emotional lear 	ning measures			
Student Surveys		Annual License Fe	e:	8,750
 Teacher/staff surveys 	5			
• Family Surveys		Annual Total:		\$8,750
• Community surveys		(Due on Effective L	Date for Year 1)	
Project Support Project support package	includes:			Total Cost Split Between Schools
	norama point of contact who re technical support and guidance est practices			LU= \$4375 ME= \$4375
support team for	support from Panorama's product school / district personnel and hts (where applicable)			
survey responder				The state of the s

PANORAMA EDUCATION – SERVICE ORDER



Other Terms and Conditions (if any)			
Agreement			
The agreement by and between the Client and Panorama and Conditions attached to the SO.	(this " <u>Agreer</u>	ment") consists of this Service Ord	der (the " <u>SO</u> ") and the Terms
Authorization			
By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.			
Client Signature: Meghan Freeman	Print Name - Megha	, Title: n Freeman	Date: 03 / 09 / 2021
Panorama Signature:	Print Name	, Title:	Date:

BACKGROUND

Panorama is an education technology company that has developed a cloud-based platform-as-a-service that enables schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents (the "Platform").

Client and Panorama have entered into the SO and, from time to time hereafter, Client and Panorama may enter into additional Service Orders ("Future SOs") pursuant to which Client will purchase rights to use the Platform and receive services. These Terms and Conditions are incorporated by reference into the SO to create this Agreement and will be incorporated by reference into each Future SO to create separate future agreements for the rights and services described in the applicable Future SO, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1 RIGHT TO USE PLATFORM

- 1.1 <u>Platform</u>. Subject to the terms and conditions of this Agreement, Panorama hereby grants Client the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client's use (including use by Client's students, staff and parents, as described in the SO, if applicable ("Authorized Users")).
- 1.2 <u>Limitations</u>. The following limitations and restrictions will apply to the Platform:
- (a) Client will not provide access to the Platform to any person who is not an employee or contractor of Client or an Authorized User.
- (b) Except as expressly permitted hereunder, Client will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (ii) modify, translate or create derivative works based on the Platform; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (iv) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (vi) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform.

2 OWNERSHIP; RESERVATION OF RIGHTS

- 2.1 Client Ownership. Client owns (a) any data Client inputs into the Platform that identifies Client or its students, staff or parents (including Authorized Users) and any Survey responses provided by Client, its students, staff or parents (including Authorized Users) ("Data"), and (b) any other data and content provided by Client or Authorized Users to Panorama or input into the Platform, such as Survey questions ("Other <u>Data</u>", and, together with the Data, "<u>Client Data</u>"). Client hereby grants to Panorama a non-exclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers) (i) right and license during the Term to copy, distribute, display and create derivative works of and use the Client Data to perform Panorama's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client Data to create aggregated, non-personally identifiable data or information ("Blind Data") and copy, distribute, display, create derivative works of and use the Blind Data for benchmarking, research or development purposes, including published research, and (iii) perpetual, irrevocable right and license to copy, distribute, display and create derivative works of and use Other Data for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to the Client Data other than the licenses therein expressly granted to Panorama under this Agreement.
- 2.2 <u>Panorama Ownership.</u> Panorama retains all right, title and interest in and to the Platform, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Panorama grants

- no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.
- 2.3 Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.
- 2.4 <u>Client Responsibilities</u>. Client will (a) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform and notify Panorama promptly of any such unauthorized access or use, and (b) use the Platform only in accordance with the documentation and applicable laws and regulations.
- 2.5 <u>Data Security.</u> Panorama will implement and maintain reasonable administrative, physical and technical safeguards ("<u>Safeguards</u>") which attempt to prevent any collection, use or disclosure of, or access to Client Data that this Agreement does not expressly authorize, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard Client Data. Such information security program includes: (a) physical security of all premises in which Client Data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by Panorama to perform any part of the services hereunder.
- 2.6 <u>Privacy Policy</u>. Panorama cares deeply about privacy, and we recognize that it is important to the educators, students, and parents we serve. Please see our Privacy Policy at https://www.panoramaed.com/privacy for more information about how we protect the privacy of those we serve.
- 2.7 <u>Right to Data Destruction</u>. If requested by the Client, during or after the term of this agreement, Panorama will make reasonable efforts to destroy or otherwise render Client Data inaccessible.

3 FEES; PAYMENT TERMS

- 3.1 <u>Fees Payment Terms</u>. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may suspend access to the Platform until such payment is made.
- 3.2 <u>Net of Taxes</u>. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "<u>Taxes</u>"). Client will be solely responsible for payment of any Taxes, except for those taxes based on the income of Panorama. Client will not withhold any Taxes from any amounts due Panorama.

4 TERM, TERMINATION

- 4.1 <u>Term.</u> The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO (the "<u>Term</u>").
- 4.2 <u>Termination Effect of Termination</u>. In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days' notice (or ten (10)).

days in the case of nonpayment) after receiving notice thereof. Upon any termination of this Agreement, Client will pay in full for the use of the Platform up to and including the last day on which the Platform is provided. Upon any termination of this Agreement for any reason, Panorama may, but is not obligated to, in its sole discretion and without delivery of any notice to Client, delete any Client Data stored or otherwise archived on the Platform or on Panorama's network. Upon termination of this Agreement, all rights granted hereunder and all obligations of Panorama to provide the Platform will immediately terminate and Client will (a) cease use of the Platform; and (b) return or destroy all other copies or other embodiments of Panorama's Confidential Information.

4.3 <u>Survival</u>. Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2 (Ownership; Reservation of Rights), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective Clients, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and the terms of this Agreement. Information will not be deemed "Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of this Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to

promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party and to certify the return or destruction of all such Confidential Information and embodiments thereof.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

- 6.1 <u>Representations and Warranties</u>. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the right to provide the Client Identifying Data and Client Content for the purposes contemplated by this Agreement.
- 6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT. NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

- 7.1 <u>Disclaimer of Consequential Damages</u>. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.
- 7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.
- 7.3 <u>Independent Allocations of Risk.</u> EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES.

EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

- 7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Panorama with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate this Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.
- 7.5 <u>Indemnification by Client</u>. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("<u>Panorama Indemnified Parties</u>") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to (a) any use by Client or Authorized Users of the Platform in violation of this Agreement or (b) the Client Data.
- 7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment

by either party otherwise than in accordance with this Section 8 will be null and void. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by this Agreement. All notices under this Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional and marketing materials. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.



TITLE

FILE NAME

DOCUMENT ID

AUDIT TRAIL DATE FORMAT

STATUS

Panorama-Elite Academic Academy 21-22

EliteAcademicAcad...ontract 20-21.doc

fcb279eeb2a88fe39c087b268bcfd6d6451f525b

MM / DD / YYYY

Completed

Document History

VIEWED

03 / 09 / 2021

Viewed by - (mfreeman@eliteacademic.com)

20:04:42 UTC

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03 / 09 / 2021

Signed by - (mfreeman@eliteacademic.com)

SIGNED 20:05:24 UTC

IP: 174.247.115.135

IP: 174.247.115.135

COMPLETED

03 / 09 / 2021

20:05:24 UTC

The document has been completed.



Elite Academic Academy – Lucerne

COVID-19 SUPPLEMENTAL PAID SICK LEAVE EMPLOYEE HANDBOOK ADDENDUM

dated March 23, 2021

Addendum to Section 5.3 - Paid Sick Leave

• CA LAW APPLIES ONLY TO EMPLOYERS WITH 25 OR MORE EMPLOYEES AND CONTINUES THROUGH SEPTEMBER 30, 2021

Beginning January 1, 2021, all California employees are eligible for COVID-19 Supplemental Paid Sick Leave ("C-19 SPSL") as provided for in this policy.

Amount of Paid C-19 SPSL

Employees shall be entitled to C-19 SPSL follows:

- If the employee is considered <u>full-time</u> or if the employee worked or was scheduled to work, on average, at least 40 hours per week in the two weeks preceding the date the employee took C-19 SPSL, then the employee is entitled to 80 hours of C-19 SPSL.
- If the employee is <u>part-time</u> and has a <u>normal weekly schedule</u>, then the employee is entitled to the total number of hours the employee is normally scheduled to work over two weeks as C-19 SPSL.
- If the employee is <u>part-time</u>, has worked for the Company for more than 14 days, and works a <u>variable number of hours</u>, then the employee is entitled to 14 times the average number of hours the employee worked in the six months preceding the date the employee took SPSL as C-19 SPSL. (If the employee has worked less than six months but more than 14 days, this calculation will be made over the entire period the employee has worked for the Company).

• If the employee <u>is part-time</u>, has worked for the Company for 14 days or less, and works a <u>variable number of hours</u>, then the employee is entitled to the total number of hours the employee has worked for the Company as C-19 SPSL.

In no event shall the C-19 SPSL amount paid exceed \$511 per day and \$5,110 in the aggregate unless federal legislation increases these amounts beyond the amounts included under the Families First Coronavirus Response Act ("FFCRA").

Bases for C-19 SPSL

C-19 SPSL may be used when an employee cannot work or telework because:

- 1. A public health official or healthcare provider requires or recommends that the employee self-isolate or quarantine to prevent the spread of COVID-19 OR due to concerns related to COVID-19;
- 2. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
- 3. The employee is attending an appointment to receive a vaccine for protection against contracting COVID-19;
- 4. The employee is experiencing symptoms related to a COVID-19 vaccine that prevents the employee from being able to work or telework;
- 5. The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis;
- 6. The employee is caring for a family member who is subject to a federal, state, or local quarantine or isolation order related to COVID-19 or has been advised by a health care provider to self-quarantine; or
- 7. The employee needs time off to care for a family member whose senior care provider, school, or childcare provider has ceased operations in response to a public health or other public official's recommendation.

For purposes of this section:

- "Family member" means the employee's child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling.
- "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of person standing in loco parentis.
- "Parent" means a biological, foster, or adoptive parent, a stepparent, a legal guardian of the employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

Notice of Amount of C-19 SPSL

The Company shall provide employees with written notice of the amount of C-19 SPSL available for use separately on the employee's paycheck or in a separate writing.

Requesting C-19 SPSL

Employees may determine how many hours of C-19 SPSL to use, up to the total number of hours to which the employee is entitled under this policy.

Employees may provide written or oral notice of the need for C-19 SPSL (including, text or email) to their supervisor as soon as practicable and at least one-half hour in advance, if possible. If the employee's supervisor is not available, leave a message with Human Resources.

The Company shall make C-19 SPSL available for immediate use by the employee upon the employee's oral or written request.

Rate of Pay for C-19 SPSL

Non-exempt employees must be paid the highest of the following for each hour of leave:

- Regular rate of pay for the workweek in which the leave is taken;
- Average hourly pay for the preceding 90 days (excluding overtime) calculated by dividing the employee's total wages (excluding overtime) by the employee's total hours worked in the pay periods for the prior 90 days;
- The state minimum wage; or
- The local minimum wage.

Exempt employees must be paid the same rate of pay as calculated for other paid leave time

Other Benefits to Supplement C-19 SPSL

Employees are not required to use any other paid time off, paid vacation, paid or unpaid leave, and/or sick time as part of or in lieu of their C-19 SPSL.

If an employee uses the maximum C-19 SPSL allowed, the employee may use other available paid leave to cover the employee for the leave taken.

Credits for Previous Qualifying Leave

With the exception of paid sick leave, if the Company has paid an employee another supplemental benefit for leave taken on or after January 1, 2021, such leave under the FFCRA, for reasons covered under this policy in amounts equal to or greater than the amounts under this policy, the Company may count the hours of the other paid benefits or leave toward C-19 SPSL.

Retroactive Leave

If any employee took leave between January 1, 2021 and March 28, 2021, for one of the qualifying reasons under this policy, but was not paid for that leave in the amount required under this policy, then that employee may ask the Company orally or in writing for a "retroactive" payment equal to the amount required. The requirement to provide "retroactive" C-19 SPSL does not start until March 29, 2021 and a request before March 29, 2021 does not count.

After the employee makes the request for "retroactive" C-19 SPSL leave, the Company will have until the payday for the next full pay period to pay the "retroactive" leave. On that payday, the Company will also provide accurate notice on the itemized wage statement of how many C-19 SPSL hours remain available to the employee.

Unlawful Acts and Enforcement

It is unlawful for an employer to discharge, reduce in compensation or otherwise discriminate against any employee for opposing the use of C-19 SPSL, requesting to use or actually using C-19 SPSL, for participating in any proceedings relating to it or seeking to enforce his or her rights under.



Expanded Learning Opportunities Grant Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Elite Academic Academy-Lucerne	•	mfreeman@eliteacademic.com (866) 354-8302 Ext. 703

The following is the local educational agency's (LEA's) plan for providing supplemental instruction and support to students, including those identified as needing academic, social-emotional, and other supports, including the provision of meals and snacks. The plan will explain how the LEA will use the funds it receives through the Expanded Learning Opportunities (ELO) Grant to implement a learning recovery program for at least the students included in one or more of the following groups: low-income students, English learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For specific requirements please refer to the Expanded Learning Opportunities Grant Plan Instructions.

Plan Descriptions

A description of how parents, teachers, and school staff were involved in the development of the plan.

This draft plan was presented to leadership on April 19, 2021 for review, input, and suggestions.

The draft plan was sent to all stakeholders for review, input, and suggestion May1 - May 3, 2021.

All review, input, and suggestions are compiled and the plan will be updated.

All stakeholders will be available to attend our board meeting in May to make public comments before approval.

A description of how students will be identified and the needs of students will be assessed.

Elite Academic Academy uses a variety of ways to assess the needs of our students. We have an informal iReady assessment that is used to determine grade level proficiency and determine "At Promise" students who need acceleration. We have am "I Care" student and staff survey that gauges the socio emotional health of our students. We also use current grade level data such as report cards, transcripts, SST, and teaching input, to ensure that we are working to provide supplemental support to students in need during this global pandemic. All student assessment data is housed in a comprehensive Monday.com board for easy access to stakeholders.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

A student's teacher of record will be responsible for informing families about these supplemental instruction opportunities. Our Student Support Team monitors eligible students and ensures that all parents and guardians are made aware of what supports are available to their child. They use Parent Square, E-mails, Phone Calls, Surveys and more to keep our stakeholders informed.

A description of the LEA's plan to provide supplemental instruction and support.

Extended Instructional Minutes

Elite Academic Academy has created a year-round calendar that allows for an extended school year. Students who join this track are in school approximately 205 days per year. Elite Academic Academy's Virtual Academy's year-round track utilizes the first learning period to provide high school students the opportunity to:

- #1) Regain lost credits to ensure on-time high school graduation.
- #2) Pursue fields of interest within our Career Technical Education courses.
- #3) Accelerate their high school careers by getting ahead on credits with our A-G core & elective courses.
- #4) Develop strong social/emotional skills with our newly adopted A-G approved SEL courses.

Counselors work to determine appropriate class placement for students to ensure that any classes taken during this learning period will support them in their long-term goals. In addition to the support of a child's teacher of record, and subject matter content teachers, students will also have access to one on one and/or small group tutoring. There will also be enrichment opportunities for these students via our community partners in the areas of physical education, socio-emotional speakers and events, visual and performing arts, and career

technical events. Planners, off-line curriculum, and enrichment materials will be personalized and sent to each child's home through our Community Relations department. In collaboration with a child's parents, as an independent study student learning from home, students will be given in-person support by the parent daily as well as virtual support via Canvas, Zoom, Text, Phone from California Credentialed Teachers.

In July and August, we also run a K-8 intervention/acceleration program where students work with a credentialed Elite Educator and close achievement gaps. Teachers use our researched-based curriculum to support the students with weekly targeted intervention lessons with the goal of closing designated achievement gaps. There is a heavy focus on literacy during this time, with chapter books, reading logs, and creative ways for students to engage with the text. Planners, off-line curriculum, and enrichment materials will be personalized and sent to each child's home through our Community Relations department. In collaboration with a child's parents, as an independent study student learning from home, students will be given in-person support by the parent daily as well as virtual support via Canvas, Zoom, Text, Phone from California Credentialed Teachers.

SWD who, according to the IEP team, need to mitigate learning loss will be given an opportunity to meet with their support providers over the summer to make up, increase and improve the student's knowledge of designated goals and objectives. This is in addition to any student who would otherwise be eligible for Extended School Year according to their IEP.

Accelerating Progress to close Learning Gaps.

Elite Academic Academy is developing a proprietary tutoring learning management system. Using assessment data (both local and state) teachers, parents and students can request tutoring. The system allows for teachers of record to ensure that a student is tutored in an area of need. There is a workflow of communication, appointments and accountability to ensure that students' growth is monitored. A review process is built in that ensures that the one-on-one, or small group, tutoring is closing achievement gaps. The hiring of high-quality tutoring and matching them with students is built into this system. Our goal is to see individual student success as a result of this system.

Expenditure Plan

The following table provides the LEA's expenditure plan for how it will use ELO Grant funds to support the supplemental instruction and support strategies being implemented by the LEA.

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Extending instructional learning time	\$116,000	

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports	\$270,000	
Integrated student supports to address other barriers to learning		
Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports		
Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility		
Additional academic services for students		
Training for school staff on strategies to engage students and families in addressing students' social-emotional health and academic needs		
Total Funds to implement the Strategies	386,000	

A description of how ELO Grant funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA.

ELO grant funds are being coordinated to ensure that student learning loss is continuing to be addressed in the 21.22 school year. These new funds will allow intensive support systems, such as our one on one, and/or small group, tutoring, to continue as we work to support students in closing additional achievement gaps. Our business team is tracking all dollars spent and ensuring that the funds are spent in accordance with outlined requirements, and dollars are used to provided supplemental services above and beyond the core instruction of our students.

Expanded Learning Opportunities Grant Plan Instructions: Introduction

The Expanded Learning Opportunities Grant Plan must be completed by school districts, county offices of education, or charter schools, collectively referred to as Local Educational Agencies (LEAs), that receive Expanded Learning Opportunities (ELO) Grant funds under California *Education Code* (*EC*) Section 43521(b). The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before June 1, 2021, and must be submitted to the county office of education, the California Department of Education, or the chartering authority within five days of adoption, as applicable. The plan must be updated to include the actual expenditures by December 1, 2022.

For technical assistance related to the completion of the Expanded Learning Opportunities Grant Plan, please contact <u>ELOGrants@cde.ca.gov</u>.mailto:lcff@cde.ca.gov

Instructions: Plan Requirements

An LEA receiving ELO Grant funds under *EC* Section 43521(b) is required to implement a learning recovery program that, at a minimum, provides supplemental instruction, support for social and emotional well-being, and, to the maximum extent permissible under the guidelines of the United States Department of Agriculture, meals and snacks to, at a minimum, students who are included in one or more of the following groups:

- low-income,
- English learners,
- foster youth,
- homeless students,
- students with disabilities,
- students at risk of abuse, neglect, or exploitation,
- disengaged students, and
- students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For purposes of this requirement

- "Supplemental instruction" means the instructional programs provided in addition to and complementary to the LEAs regular instructional programs, including services provided in accordance with an individualized education program (IEP).
- "Support" means interventions provided as a supplement to those regularly provided by the LEA, including services provided in accordance with an IEP, that are designed to meet students' needs for behavioral, social, emotional, and other integrated student supports, in order to enable students to engage in, and benefit from, the supplemental instruction being provided.
- "Students at risk of abuse, neglect, or exploitation" means students who are identified as being at risk of abuse, neglect, or exploitation in a written referral from a legal, medical, or social service agency, or emergency shelter.

EC Section 43522(b) identifies the seven supplemental instruction and support strategies listed below as the strategies that may be supported with ELO Grant funds and requires the LEA to use the funding only for any of these purposes. LEAs are not required to implement each supplemental instruction and support strategy; rather LEAs are to work collaboratively with their community partners to identify the

supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage, plan, and collaborate on program operation with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the design and implementation of the supplemental instruction and support strategies being provided (*EC* Section 43522[h]).

The seven supplemental instruction and support strategies are:

- 1. Extending instructional learning time in addition to what is required for the school year by increasing the number of instructional days or minutes provided during the school year, providing summer school or intersessional instructional programs, or taking any other action that increases the amount of instructional time or services provided to students based on their learning needs.
- 2. Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports including, but not limited to, any of the following:
 - a. Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff.
 - b. Learning recovery programs and materials designed to accelerate student academic proficiency or English language proficiency, or both.
 - c. Educator training, for both certificated and classified staff, in accelerated learning strategies and effectively addressing learning gaps, including training in facilitating quality and engaging learning opportunities for all students.
- 3. Integrated student supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.
- 4. Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports.
- 5. Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility.
- 6. Additional academic services for students, such as diagnostic, progress monitoring, and benchmark assessments of student learning.
- 7. Training for school staff on strategies, including trauma-informed practices, to engage students and families in addressing students' social-emotional health needs and academic needs.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable IEP.

Fiscal Requirements

The following fiscal requirements are requirements of the ELO grant, but they are not addressed in this plan. Adherence to these requirements will be monitored through the annual audit process.

- The LEA must use at least 85 percent (85%) of its apportionment for expenditures related to providing in-person services in any of the seven purposes described above.
- The LEA must use at least 10 percent (10%) of the funding that is received based on LCFF entitlement to hire paraprofessionals to provide supplemental instruction and support through the duration of this program, with a priority for full-time paraprofessionals. The supplemental instruction and support provided by the paraprofessionals must be prioritized for English learners and students with disabilities. Funds expended to hire paraprofessionals count towards the LEAs requirement to spend at least 85% of its apportionment to provide in-person services.

• An LEA may use up to 15 percent (15%) of its apportionment to increase or improve services for students participating in distance learning or to support activities intended to prepare the LEA for in-person instruction, before in-person instructional services are offered.

Instructions: Plan Descriptions

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

A description of how parents, teachers, and school staff were involved in the development of the plan

Describe the process used by the LEA to involve, at a minimum, parents, teachers, and school staff in the development of the Expanded Learning Opportunities Grant Plan, including how the LEA and its community identified the seven supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage with community partners, expanded learning programs, and existing behavioral health partnerships in the design of the plan.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

Describe the LEA's plan for informing the parents and guardians of students identified as needing supplemental instruction and support of the availability of these opportunities, including an explanation of how the LEA will provide this information in the parents' and guardians' primary languages, as applicable.

A description of how students will be identified and the needs of students will be assessed

Describe the LEA's plan for identifying students in need of academic, social-emotional, and other integrated student supports, including the LEA's plan for assessing the needs of those students on a regular basis. The LEA's plan for assessing the academic needs of its students may include the use of diagnostic and formative assessments.

As noted above in the Plan Requirements, "other integrated student supports" are any supports intended to address barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.

A description of the LEA's plan to provide supplemental instruction and support

Describe the LEA's plan for how it will provide supplemental instruction and support to identified students in the seven strategy areas defined in the Plan Requirements section. As a reminder, the LEA is not required to implement each of the seven strategies; rather the LEA will to work collaboratively with its community to identify the strategies that will be implemented. The plan must include a description of how supplemental instruction and support will be provided in a tiered framework that bases universal, targeted, and intensive supports on students' needs for academic, social-emotional, and other integrated student supports. The plan must also include a description of how the services will be provided through a program of engaging learning experiences in a positive school climate.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable individualized education program. Additionally, LEAs are encouraged to collaborate with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the implementation of, this plan (*EC* Section 43522[h]).

Instructions: Expenditure Plan

The 'Supplemental Instruction and Support Strategies' column of the Expenditure Plan data entry table lists the seven supplemental instruction and support strategies that may be supported with ELO Grant funds.

Complete the Expenditure Plan data entry table as follows:

In the 'Planned Expenditures' column of the data entry table, specify the amount of ELO Grant funds being budgeted to support each supplemental instruction and support strategies being implemented by the LEA and the total of all ELO Grant funds being budgeted.

The plan must be updated to include the actual expenditures by December 1, 2022. In the 'Actual Expenditures' column of the data entry table the LEA will report the amount of ELO Grant funds that the LEA actually expended in support of the strategies that it implemented, as well as the total ELO Grant funds expended.

A description of how these funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA

Describe how the LEA is coordinating its ELO Grant funds with funds received from the federal Elementary and Secondary School Emergency Relief (ESSER) Fund provided through the federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (Public Law 116-260), also known as ESSER II, to maximize support for students and staff.

California Department of Education March 2021

EAA 2021/2022 Staffing Calendar - 187 Day (11 month) Employees

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EAA 2021/2022 Staffing Calendar - 224 Day (12 month) Employees

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EAA 2021/2022 Staffing Calendar - 232 Day (12 month) Employees JULY **SEPTEMBER AUGUST 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 2 2 3 4 5 6 7 2 3 4 1 7/1 Contract Start Date 8 9 10 11 12 13 14 4 5 6 7 8 9 10 5 6 7 8 9 10 11 5 6 7 8 7/1 First Day of School 15 16 17 <mark>18 19 20</mark> 21 11 12 13 14 15 16 17 12 13 14 15 16 17 18 10 11 12 13 14 15 16 7/4 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 9/6 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 11/11 Veteran's Day Holiday 31 11/22 - 11/26 Thanksgiving Break 12/20 - 12/31 Winter Break **NOVEMBER** DECEMBER **JANUARY** MLK Day Holiday **FEBRUARY** 1/17 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 Presidents' Day Weekend 2/18 - 2/21 (**2**) 1 3 4 5 2 2 3 1 3 4 4 5 3/14 - 3/18 Spring Break 7 8 9 10 11 12 13 5 6 7 8 9 10 11 2 3 4 5 6 7 8 6 7 8 9 10 11 12 5/30 Memorial Day 14 15 16 17 18 19 20 9 10 11 12 13 14 15 12 13 14 15 16 17 18 13 14 15 16 17 18 19 6/7 Last Day of School - Tradition 21 22 23 24 25 26 27 19 20 21 22 23 24 25 16 17 18 19 20 21 22 20 21 22 23 24 25 26 6/16 Last Day of School - Year Rou 28 29 30 26 27 28 29 30 31 27 28 23 24 25 26 27 28 29 6/30 Contract End Date 30 31 MARCH **APRIL** MAY JUNE Key S M T W T F S S M T W T F S S M T W T F S S M T W T F S Contract Start and End Dates 1 2 3 4 1 2 3 4 5 1 2 3 4 6 7 First & Last Day of School 6 7 8 9 10 11 12 3 4 5 6 7 8 9 8 9 10 11 12 13 14 5 6 7 8 9 10 11 Paid Holidays 13 14 15 16 17 18 19 10 11 12 13 14 15 16 15 16 17 18 19 20 21 12 **13 14 15 16 17** 18 Paid Flex (Non-school/contract) Days 20 21 22 23 24 25 26 17 18 19 20 21 22 23 22 23 24 25 26 27 28 19 20 21 22 23 24 25 **Professional Development Days** 27 28 29 30 31 24 25 26 27 28 29 30 29 30 31 26 27 28 29 30



Pending Board Approval

EAA 2021/2022 Staffing Calendar - 239 Day (12 month Classified) Employees

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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 2 2 7 8 5 6 7 8 9 10 11 9 10 8 9 10 11 12 13 14 7 4 5 6 5 6 8 9 7/4 Independence Day Holiday 15 16 17 18 19 20 21 11 12 13 14 15 16 17 12 13 14 15 16 17 18 10 11 12 13 14 15 16 9/6 Labor Day Holiday 17 18 19 20 21 22 23 18 19 20 21 22 23 24 22 23 24 25 26 27 28 19 20 21 22 23 24 25 11/11 Veteran's Day Holiday 25 26 27 28 29 30 31 24 25 26 27 28 29 30 29 30 31 26 27 28 29 30 11/22 - 11/26 Thanksgiving Break 31 12/20 - 12/31 Winter Break 1/17 MLK Day Holiday **NOVEMBER DECEMBER JANUARY FEBRUARY** 2/18 - 2/21 Presidents' Day Weekend S M T W T F S S M T W T F S S M T W T F S S M T W T F S 3/14 - 3/18 Spring Break 3 4 5 6 2 3 4 2 3 4 5 1 5/30 Memorial Day 9 10 11 12 13 9 10 11 12 7 8 5 6 7 8 9 10 11 6 7 8 2 3 4 5 6 7 14 15 16 17 18 19 20 12 13 14 15 16 17 18 9 10 11 12 13 14 15 13 14 15 16 17 18 19 21 22 23 24 25 26 27 20 21 22 23 24 25 26 19 20 21 22 23 24 25 16 17 18 19 20 21 22 28 29 30 26 27 28 29 30 31 23 24 25 26 27 28 29 27 28 30 31 **MARCH** MAY JUNE **APRIL** Key S M T W T F S S M T W T F S SMTWTFS SMTWTFS Semi-Monthly Payroll 6 7 3 4 2 3 4 2 2 3 4 5 1 1 1 2 Monthly/Semi-Monthly Payroll (**7**) 9 10 11 12 5 6 8 8 9 10 11 12 13 14 8 9 10 11 6 7 5 6 7 Paid Holidays 13 14 15 16 17 18 19 10 11 12 13 14 15 16 15 16 17 18 19 20 21 12 13 14 15 16 17 18 22 23 24 25 26 27 28 19 20 21 22 23 24 25 20 21 22 23 24 25 26 17 18 19 20 21 22 23 27 28 29 30 31 24 25 26 27 28 29 30 29 30 31 26 27 28 29 30 A C A D E M Y

Pending Board Approval

EAA 2021/2022 Staffing Calendar - Temporary Year-Round Employees

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