



# Elite Academic Academy - Lucerne

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

June 9, 2022 at 9:00 am

43414 Business Park Drive Temecula, CA 92590



## Elite Academic Academy - Lucerne June 9, 2022

### Board Of Directors - Elite Academic Academy - Lucerne

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#### Meeting Location

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

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

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

Time:

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#### 1.0 Call To Order

Roll Call:  
Susan McDougal, Cody Simms, Kent Christensen

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#### 2.0 Approve/Adopt the Agenda

It is recommended the Board of Directors adopt as presented the agenda for the Board Meeting of June 9, 2022.

Motion: Second:  
Vote:

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#### 3.0 Public Comment -Closed Session

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

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#### 4.0 Adjourn to Closed Session

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

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#### 5.0 Closed Session

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

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

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

Time:

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#### 6.0 Pledge Of Allegiance

Led By:

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## 7.0 Open Session

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### 8.0 Public Comment

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

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## 9.0 General Functions

### 9.1 Informational Items

#### A. CEO Report

[EAA-LU CEO Report May 2022.pdf](#)

#### B. Student Academic Awards Presentation

### 9.2 Consent Agenda

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

Motion: Second:  
Vote:

#### A. Meeting Minutes from May 5, 2022

[EAA-LU 05.05.2022.pdf](#)

#### B. Warrant Register

[WarrantRegisterLU\\_May\\_2122.pdf](#)

#### C. Job Descriptions

[JD - Compliance Coordinator \(pending board approval\).pdf](#)

[JD - Credit Recovery\\_Acceleration Lead Stipend \(rider\) \(pending board approval\).pdf](#)

[JD - SPED Liaison \(pending board approval\) .pdf](#)

[JD - MTSS Content Teacher \(pending board approval\).pdf](#)

#### D. Re-Occurring Annual Expenses

[Lucerne Reoccurring Contracts 22\\_23 School Year.pdf](#)

#### E. New Instructional Materials Community Partners

[Elite Academic Instructional Service Community Partner\\_June\\_2022 - VCI Community Partners.pdf](#)

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## 10.0 Personnel Services

## 10.1 Temporary Classified Hires

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

[22230360.pdf](#)

[22230369.pdf](#)

[22230309 .pdf](#)

[22231125.pdf](#)

[22230362.pdf](#)

Motion: Second:  
Vote:

## 10.2 Temporary Certificated Hires

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

[22230364.pdf](#)

[22230368.pdf](#)

[22230305.pdf](#)

Motion: Second:  
Vote:

## 10.2 Certificated Employee Contracts

It is recommended that the board ratify the following Certificated Employee Contracts for Elite Academic Academy - Lucerne.

[22230361.pdf](#)

[22230357.pdf](#)

[22230354.pdf](#)

[22230352.pdf](#)

Motion: Second:  
Vote:

## 10.3 Classified Hires

It is recommended that the board ratify the following Classified Hires for Elite Academic Academy - Lucerne.

[22230356.pdf](#)

Motion: Second:  
Vote:

## 10.4 Employee Contract Addendums

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

[22230362.pdf](#)

Motion: Second:  
Vote:

## 10.5 Letters of Intent for Temporary Certificated Hires

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

[22.23 Metzger LOI Signed.pdf](#)

[22.23 Bailey LOI Signed.pdf](#)

[22.23 Barkan LOI Signed.pdf](#)

[22.23 Bonsteel LOI Signed.pdf](#)

[22.23 LeBoss LOI Signed.pdf](#)

[22.23 Lewis LOI Signed.pdf](#)

[22.23 Livingston LOI Signed.pdf](#)

[22.23 M. Martinez LOI Signed.pdf](#)

Motion: Second:  
Vote:

[22.23 Metoyer LOI Signed.pdf](#)

[22.23 Pearce LOI Signed.pdf](#)

[22.23 R. Sanchez LOI Signed.pdf](#)

[22.23 Rubio LOI Signed.pdf](#)

[22230368.pdf](#)

[22.23 Silva LOI Signed.pdf](#)

[22.23 Thompson LOI Signed.pdf](#)

[22.23 Williams LOI Signed.pdf](#)

[22.23 Anguiniga-Campos LOI Signed.pdf](#)

[22.23 Perez LOI Signed.pdf](#)

[22.23 Seidler LOI Signed.pdf](#)

[22.23 Knaus LOI Signed.pdf](#)

## 10.6 Staffing Calendar 201 (12 months)

It is recommended that the board approve the following Staffing Calendar 201 (12 months) for Elite Academic Academy - Lucerne.

Motion: Second:  
Vote:

[2022-2023 Staffing Calendars - 201 \(12 month\) \(New Hire\).pdf](#)

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## 11.0 Public Hearing

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

Open (Time):  
Close (Time):

### 11.1 2022/2023 Annual Budget Hearing

[EAA 22.23 Budget - LU Board Report.pdf](#)

[LU Cash Graph.pdf](#)

Open (Time):  
Close (Time):

### 11.2 2022/2023 Local Control Accountability Plan (LCAP)

[2022\\_LU\\_Local\\_Control\\_and\\_Accountability\\_Plan\\_Elite\\_Academic\\_Academy\\_-\\_Lucerne\\_20220608.pdf](#)

[LU LCAP 21-22.pdf](#)

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## 12.0 Business Services

### 12.1 State of Emergency Policy

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

Motion: Second:  
Vote:

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

## 12.2 Certification of Signatures

It is recommended that the board approve the Certification of Signatures for Elite Academic Academy- Lucerne.

[EAA-LU 2022 Certification of Signatures\(pending signatures\).pdf](#)

Motion: Second:  
Vote:

## 12.3 Bill.com Proposal

It is recommended that the board approve the following Bill.com Quote for Elite Academic Academy - Lucerne.

[Bill.com Renewal Quote 22.23.pdf](#)

Motion: Second:  
Vote:

## 12.4 Year-Round Community Partner Agreements 2022-23

It is recommended that the board approve the following Year-Round Community Partner Agreements 2022-23 for Elite Academic Academy - Lucerne.

[Elite Spirit Cheer and Dance\\_Year Round Community Partner Agreement.pdf](#)

[Around the Horn \(ATH\)\\_Year Round Community Partner Agreement.pdf](#)

[Ambassadors Media Group \(AOC\)\\_Year Round Community Partner Agreement.pdf](#)

Motion: Second:  
Vote:

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## 13.0 Educational Services/Policy Development

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

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

[EAA-LU Covid Protection Plan 22-23.pdf](#)

[IIPP Elite Lucerne 2022-23\(pending approval\).pdf](#)

Motion: Second:  
Vote:

### 13.2 Mathletics Proposal 2022-23

It is recommended that the board approve the following Mathletics Proposal 22-23 for Elite Academic Academy - Lucerne.

[Elite Academic Academy - Mathletic Performance Quote for 2022-23.pdf](#)

Motion: Second:  
Vote:

### 13.3 Presence Learning Proposal

It is recommended that the board approve the following Presence Learning Proposal for Elite Academic Academy - Lucerne.

[Elite Academic Academy Quote-version three -School Year 22-23 \(2\).pdf](#)

Motion: Second:  
Vote:

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## 14.0 Report of Action Taken in Closed Session

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

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## 15.0 Calendar

The next regularly scheduled meeting is June 16th, 2022 at 9:00 a.m.

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## 16.0 Board Comments and Future Planning

Time:

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## 17.0 Adjournment

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

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

Motion: Second:  
Vote:

# *Elite Academic Academy*

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



## **Monthly Update**

*May 2022*

*#BeElite*

ELITE ACADEMIC ACADEMY





**School:** Elite Academic Academy-Lucerne  
**Authorizer:** Lucerne Valley Unified School District  
**Leader:** Ms. Meghan Freeman, CEO  
**Month:** May 2022

## May 2022

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

**Celebration Areas:**

- With a focus on student work and data, we "Rocked the CAASPP" test! I am proud of the hard work and dedication on this team.
- With a focus on shared leadership our CEO Think Tank has decided our Moonshot ideas for the 22.23 school year.
- Enrollment is doing well. Our credit/recovery acceleration track is picking up steam with many students excited about our Peak Performance pathway!



## Homeschool by the Numbers:

Lucerne: **166**

Mountain Empire: **397**

Total: **563** Homeschool Students

## Fall Enrollment

We are so excited to get to know our new and incoming students and families!

Returning Homeschool Students: **512 students (88% retention)**

Newly Enrolled Homeschool Students: **274 students**

Total Count for Fall Semester (as of 05/31/2022): **786 students (and counting!)**

## Onboarding Success

**With nearly 300 brand new Homeschool students enrolled for Fall, we are so proud to announce that thus far, over 90% of all newly enrolled families have been contacted by our Elite Onboarding Coaches.** This is critical to ensuring the right Academy for students, answering parent questions, and showing parents what it means to #BeElite!

## State Testing

**We are happy to report that the Homeschool Academy has a total CAASPP completion rate over 96.5%..and rising.** We are very proud of our Homeschool Parents and our Teachers for encouraging their students to do their best. While testing is not the WHY behind what we do, it is how we can justify that our model of education WORKS.

## Homeschool Hiring

The Homeschool Academy has been busy with the process of Hiring new teachers for the Fall. We can't wait to officially welcome them! This is a painstaking process, but is worth it to ensure a high-quality education for our students, family support, and a great fit for Team Elite. Homeschool Hiring by the numbers:

**191** Homeschool Teacher of Record Applicants

**29** Teachers Selected to Interview

**5** Teachers Hired

**3** Letters of Intent

## Homeschool Information Session

On Tuesday, May 24th, our Homeschool Team hosted our 2nd Homeschool Informational Night. It was great to meet many new parents and answer their questions.

Click the [link here](#) for the recording of the Homeschool Informational Session.

## Homeschool Teacher Highlight: Chelsie Wright

My name is Chelsie Wright and this is my 9th year teaching and my first year with Elite! Before Elite, I spent 3 years as a homeschool consultant and also taught in the classroom for 5 years at the elementary level. Some of my favorite memories from teaching are the ones spent teaching kids to read for the first time...there is nothing like that lightbulb moment!

Outside of teaching, I love to spend time with my husband, Tony, and our 3-year-old daughter, Wren. We enjoy taking advantage of all San Diego has to offer, whether it's exploring at the zoo, going on hikes, or searching for the best mint chip ice cream in town. I'm also an enthusiastic gardener, avid reader, and I dream of one day being on the Great British Bake-Off!

What a joy it is to be a part of the Elite community. I am so thankful for the opportunity to join so many families in their homeschool journey and to navigate the highs and lows of teaching and learning together.

We are proud to have you at Elite, Chelsie!



Mrs. Chelsie Wright



Director: Ms. Ashlea Kirkland-Haynes

Assistant Director: Ms. Allison Watters

Virtual is expanding! We currently have over 77 new students who will be joining us in the Fall of 2022. We are so excited to have all of the Flex High School students join us as well. Since our first Virtual Informational Session was such a success we held a second one on May 19th! We had over 20 new families attend.

### Prom 2022

Elite hosted their very first Prom! We had three Virtual teachers along with a few other staff members who came to help decorate and chaperone. It was a night filled with dancing and great food!



Our Virtual team alone hosted OVER 100 CAASPP sessions! Some teachers held small group sessions along with one on one sessions. We are very proud of the high participation rate! **Great job Mr. Baran on getting all of your students tested within the two-week window!**

Teachers of Record are busy connecting with their students and giving them the opportunity to do credit recovery or acceleration. **Elite summer school offers kids who struggled during the school year the opportunity to get another chance at passing the course or gives kids who want to graduate early a chance!** Summer school runs from July 1- August 6th. Teachers are busy enrolling students and helping them choose their summer classes!

Teachers and Administrators have held over 15 meetings in the month of May to help get students back on track. **We have worked around the clock with parents and students to create a customized planning guide to assist students in completing their work by the end of the school year!** We are so proud of our students and all of their hard work!

Check out what Jaden St.Cyr's wants to do when he becomes an adult! His childhood dream is to play for the San Diego Padres! Having Jaden St. Cyr go to school at Elite allows him the flexibility to train during the day while doing his school work.

Personalized Learning Pathway: Weekly Assignment Tracker				
Brendon Byard				
Week of: April 25th - April 29th				
Monday	Tuesday	Wednesday	Thursday	Friday
History	Spanish @	Algebra @	English 7B	PE & Career Exploration
Checklist 18	Unit 1 Exam	Homework 18.2	1. Thomas & Paine	Physical Education 10.11
Homework 18.1	Homework 18.1	Homework 18.3	Analysing a Visual Narrative	Physical Education 10.14
Homework 18.2	Homework 18.2	Checkpoint 18	Why Should We Read State Hist.	
Checkpoint 18	Homework 18.3	Project: Exposing Miscon. P.1	The Book of Job	Math: Equations
Homework 18.3	Homework 18.4	Homework 18.4	The Book of Psalms	Math: Equations & Inequalities
Homework 18.4	Checkpoint 18	Homework 18.5	The Book of Proverbs	Math & ELA
Checkpoint 18		Homework 18.6	The Book of Ecclesiastes	
		Homework 18.7	The Book of Isaiah	
		Homework 18.8	The Book of Jeremiah	
		Homework 18.9	The Book of Lamentations	
		Homework 18.10	The Book of Ezekiel	
		Homework 18.11	The Book of Daniel	
		Homework 18.12	The Book of Hosea	
		Homework 18.13	The Book of Joel	
		Homework 18.14	The Book of Amos	
		Homework 18.15	The Book of Obadiah	
		Homework 18.16	The Book of Jonah	
		Homework 18.17	The Book of Micah	
		Homework 18.18	The Book of Nahum	
		Homework 18.19	The Book of Habakkuk	
		Homework 18.20	The Book of Zephaniah	
		Homework 18.21	The Book of Haggai	
		Homework 18.22	The Book of Zechariah	
		Homework 18.23	The Book of Malachi	
		Homework 18.24	The Gospel of Matthew	
		Homework 18.25	The Gospel of Mark	
		Homework 18.26	The Gospel of Luke	
		Homework 18.27	The Gospel of John	
		Homework 18.28	The Acts of the Apostles	
		Homework 18.29	The Epistles of Paul	
		Homework 18.30	The Book of Revelation	
		Homework 18.31		
		Homework 18.32		
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		Homework 18.34		
		Homework 18.35		
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		Homework 18.100		

**Future Career: Pro Baseball Player**

My career would be playing professional baseball for the San Diego Padres. There is a lot of hard work and dedication that goes into achieving this goal such as eliminating the distractions in my life, also would be making sure to keep a healthy regimen. For being a pro baseball player you need to be able to be the best in shape players on the field so for me I'm gonna have to work out about 5-6 times a week and allowing one day out of the week to let my body rest and recover.

Check out Ms. Casey's beautiful personalized assignment tracker for one of her students!



Director: Mrs. Monique Waithe

### Flex Enrollment

Flex is growing!

Returning Students: **342**

New Students: **110**

HS students moving to Virtual Academy: **85**

Total count for the Fall semester as of 4/28/22 (TK-8 only): **367**

### Flex Informational Night

We hosted our 2nd Flex informational Night on May 25th. We had 48 registrations and approximately 25 people attended.

### Student Interviews

Some Flex teachers held end-of-the-year student interviews. These were conducted via Zoom and were done one on one. The purpose of these interviews was to see what students thought went well and what they would like to change next school year. Teachers plan on using this feedback to make their lessons and activities more student-centered and engaging for students based on their likes and interests. Here are a few questions that students were asked.

*What do you enjoy most about school?*

*Tell me some things that you liked?*

*What are some things you did not enjoy?*

*What would make school more fun for you?*

*What would make your school experience better next year?*

### Flex Connections

Project-Based Learning - Student Connections

Mrs. Alvarez assigned her Kinder - 2nd grade students an animal research project. They conducted research on the animal of their choice and then created a multimedia presentation. They presented it to their classmates and answered questions from their classmates and teacher.

### In-Person Connections

Sarah O'Connor accompanied Rad Readers Club leaders Solana and Ava to the San Diego Safari Park. They had a blast making connections to the novel they studied, The One and Only Ivan, and the animals they encountered at Safari Park. They are planning on making this a club-wide field trip next school year and are excited to continue to plan events around the novels they are reading.

### Flex Assessments

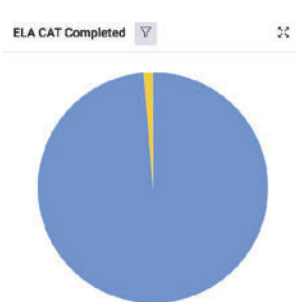
Flex Academy teachers have been hard at work proctoring CAASPP and iReady assessments. **Students have commented that they felt very prepared for their assessments and many felt confident in their skills after finishing their assessments.**



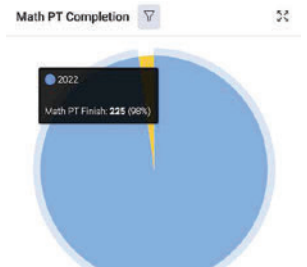
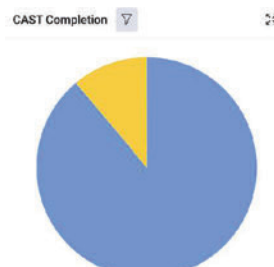
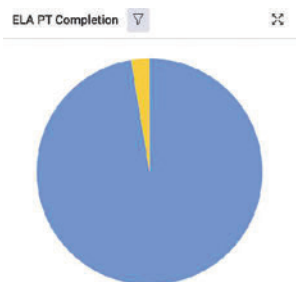
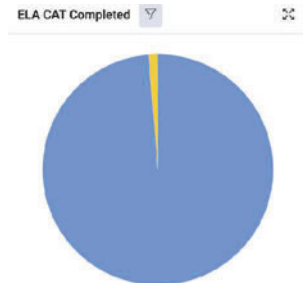
Animal Research Project!



Mrs. O'Connor and her students on a field trip!



Flex CAASPP Completion: 96.1%  
 Flex CAASPP Participation: 91.7%  
 Flex CAASPP ELA CAT: 99%  
 Flex CAASPP ELA PT: 97%  
 Flex CAASPP Math CAT: 99%  
 Flex CAASPP Math PT: 98%  
 Flex CAASPP CAST: 89%



# Elite CTE - Marketing, Podcast, and Sign Language



Leads: Mr. Nolan Smith and Ms. Rebecca Smith  
Director: Ms. Ashlea Kirkland- Haynes



## Marketing Pathway & Podcast

Students in the Javascript course have been creating their own custom games as we close out the school year. Games can be puzzles, platformers, random chance games, and more. From space platformers to extreme versions of Pong, students are demonstrating their skills in the Javascript language, which is an industry-standard in just about every workforce sector.



For the Be Elite Podcast, we are ending the year strong with a number of episodes- from an arts and crafts episode, to one where students discuss their musical preferences, **we have been consistently producing episodes that showcase our amazing podcast students and their skills in podcasting.**



## CTE American Sign Language

Top: Laleinah Rivera and Zionnie Eze describe their daily school work schedule.

Middle: Students were introduced to SnapChat's new "ASL Alphabet Lens". The "lens" enables beginning signers to practice their fingerspelling/ABC's.

Bottom: Mouth Morpheme Matchup: Students matched the sign with the proper mouth morpheme: OO, AA, MMM, TH, or CHA

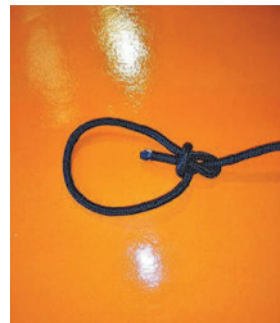
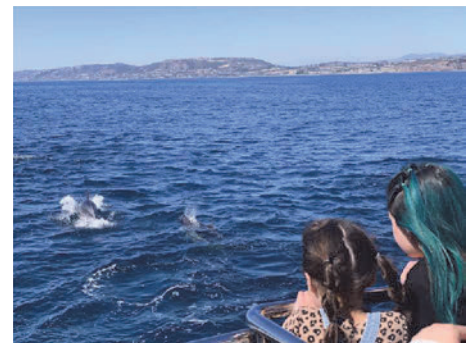


The Adventure Academy had a busy May planning and preparing for the end of the year as well as the year ahead. The in-person events have wrapped up, yet student engagement was retained through a three-part webinar series surrounding campfire cooking. **In this webinar series, students learned how to build and maintain a cooking fire as well as safety precautions. During the next two meetings, we cooked breakfast and dinner using different cooking methods such as frying, roasting, and open flame searing.** These events conclude the Quest Crew's meetings for the 21/22 school year, yet our sights are set on the action-packed year ahead. The next school year has been mapped out with events centered in November and March with mid-winter activities falling in late January.



Students in the Adventure Academy have been wrapping up the capstone projects in all courses and reflecting on their learning during the past semester. Boating Careers is focusing primarily on career skills such as job market analysis, resume and cover letter building, and mock interviews.

Coastal Preparedness students submitted their final adventure trip plans and are concluding the course with an action plan in response to a mock disaster that was created to test student's preparedness and ability to be resourceful to solve the problem. **This course ends with case studies of real-life rescue scenarios that help students recognize the oversight that those individuals made in hopes they can utilize that knowledge to mitigate the chances of a disaster.**





## ROCK THE TEST

9-21  
MAY

Don't Stress  
Just Do Your Best!

CAASPP 2022

ELA, Math, Science, and Physical Fitness

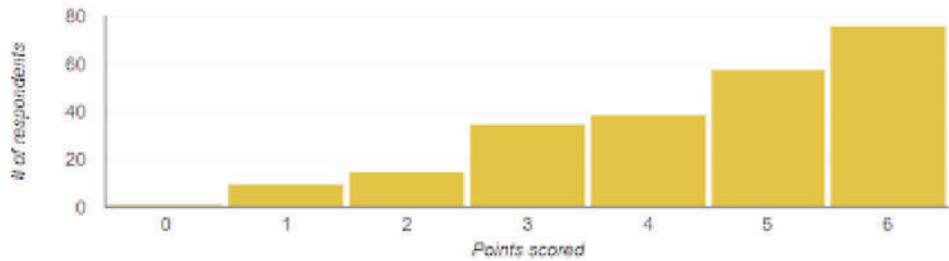
#BeELITE

Ticket number : 04567

### 234 DIY-PFT Completed - 500+ % increase in participation

<b>Average</b> 4.47 / 6 points	<b>Median</b> 5 / 6 points	<b>Range</b> 0 - 6 points
-----------------------------------	-------------------------------	------------------------------

Total points distribution



### Represents the Top 10% General - Male

Level/Age	40 Yd Sprint	Vertical Jump	Pro Agility Shuttle	Broad Jump	Grip Strength
Division I Athlete	4.60 Sec	28"	4.40 Sec	106"	135 lb
11th Grade	4.85 Sec	22"	4.70 Sec	78"	104 lb
9th Grade	4.95 Sec	20"	4.85 Sec	75"	85 lb
7th Grade	5.00 Sec	18"	4.90 Sec	72"	68 lb

### Represents the Top 10% General - Female

Level/Age	40 Yd Sprint	Vertical Jump	Pro Agility Shuttle	Broad Jump	Grip Strength
Division I Athlete	5.20 Sec	24"	4.65 Sec	98"	105 lb
11th Grade	5.60 Sec	19"	4.75 Sec	75"	82 lb
9th Grade	5.90 Sec	17"	4.95 Sec	73"	73 lb
7th Grade	6.10 Sec	14"	5.00 Sec	68"	52 lb



# Elite Academic Innovation Department

Director: Dr. Laura Spencer

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

## Academic Innovation

In collaboration with Virtual Asst Director Alli Watters, the Academic Innovation Dept has been working on creating an amazing summer experience for our Track A students. **We anticipate having approximately 30-35 athletic coaches/programs joining us this summer in our Peak Performance program to provide social-emotional and sports psychology courses to 2000+ athletes throughout Southern California.** We also will be offering credit recovery and credit advancement opportunities for those looking to complete their high school requirements.



## Information Technology

We've shipped over 100 Chromebooks to assist our families for CAASPP testing. We've completed 115 Chromebook loaner requests for students who did not have adequate home technology that met the CAASPP requirements.

We will also be shipping the necessary items this month to families to migrate our students from Sprint to T-Mobile. For families uncomfortable with updating their own device, or who want to get some help with their device this summer, the Tech Team will be hosting summer drop in days throughout Southern CA to help families with their tech needs.

## Marketing

### Engagement

Our top virtual event in April was a Water Safety Assembly, which had 35 RSVPs. We met with the Aqua Smart Safety Team who took students through a discussion and demonstration on how to be safe when you're having fun in the water this summer. Our most popular in-person event was a field trip to the Chula Vista Olympic Training Center. 60 EAA students, staff, and parents got a private tour of the training center and learned about the mentality of Olympic athletes!

### Social Media Reach – April 25 - May 22, 2022

- 141.8k Facebook Page Reach → 93% increase from previous month
- 57.2k Instagram Page Reach → 193% increase from previous month
- 62 New FB Page Likes → 73% increase from previous month
- 77 New IG Followers → 63% increase from previous month
- 7.9k Facebook Post Engagement → 120% increase from previous month
- Top Cities Reached this Month: San Diego, Indio, Los Angeles

### Social Media

Top two social media posts from April 25 - May 22, 2022



Chula Vista Olympic Training Center



Petersen Automotive Museum







### 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



### Special Education

**The Special Education Department has had a busy year holding meetings (450), assessing students, writing IEPs, providing services, and building relationships with students.** One of our specialized academic instructors shared the following story which demonstrates the relationships, support, and impact our teachers are making!

"This student came to Elite 3 years ago and she is graduating in June. It has been an arduous journey for this girl. While she is very intelligent and the work is fairly easy for her to complete, she gets so overwhelmed that she cannot get out of bed. Over the past 3 years, she has built relationships with all of her teachers and advocates for herself, letting each teacher know what she needs to be successful in school. As graduation nears, this student is getting very nervous about attending the graduation ceremony, as she has extreme anxiety when she has to leave the house. She is working through her fears so that she can attend Elite's graduation ceremony. Several weeks ago, when she realized that she will be graduating she came into the Zoom session with tears in her eyes. When I asked what was wrong, she shared that it just occurred to her that, by graduating, she would not see me every week anymore and said, if she promises to take care of me when I am old, will I promise to always be in her life. I cried, with her of course and told her how proud I am of her and that I will always be available to visit with her because she has changed my life in so many ways. Being on this journey with her and watching her fight to get where she is has taught me compassion, empathy and just how difficult life as a teen can be."

### At Promise Department/Summer Growth

The At Promise department is busy as usual with SST's for both engagement and academics. Following our MTSS plan by partnering with students to finish the school year strong by putting daily goals in place for students who need that extra support. Elite has some amazing teachers that are going above and beyond to support their students!

**Students who have graduated from the SST process received a butterfly pin with a note of celebration.** The butterfly signifies transformation and hope. A butterfly has a struggling phase and then comes out beautiful like many of our Elite students. **We have had 35 students graduate from the SST process this school year.**

### Summer Growth Academy

Students who are 2 or more grade levels below have been invited to our Summer Growth Academy. We will be offering Language Arts and Math support for these students during the month of July. Our K-8 grade students will meet with a credentialed teacher twice a week in small groups, engage in an online academic platform and will be provided book packs with novel studies to participate in.

### Assessment

CAASPP - Making Great Strides toward 95% Participation Goal

Students are working hard to complete the CAASPP. **558 out of the 696 Elite students assigned to test have completed both the ELA and Math portions of the test. Teachers and Directors will continue to support the remaining students to finish. We are well on our way to meeting the 95% participation requirement.**

### Physical Fitness Testing

175 out of 314 students assigned to take the PFT have completed our Do-it-Yourself Test or tested in-person at one of our community partner facilities along with our Athletic Lead, Andy Allanson.

### Summative ELPAC Testing

25 of out 39 English Learners has completed their Summative testing. All 39 have completed the one-on-one Speaking portion. The remaining 14 are scheduled to complete the Reading, Listening and Writing portions the week of May 23rd. Progress was delayed due to TOMS system downtime.

### Onboarding of New Families

To personalize each family's experience, we made a commitment to build relationships and gather baseline data as early as possible. **Onboarding coaches have been trained and are reaching out to newly enrolled families to introduce themselves and answer any initial questions.**

As of Friday, May 20

Total New Students 466

Homeschool 298

Flex 103

Virtual 65

Total Contacted 315/466 (67.6%)



# Elite Counseling Department

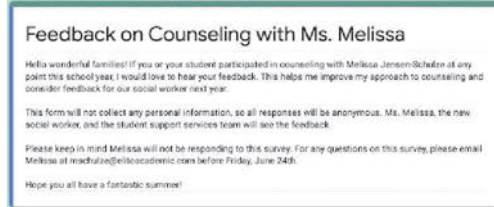
Ms. Nicole Lively M. Ed., M.A.  
and Ms. Melissa Schulze, MSW, PPSC

Director: Dr. Laura Spencer

## May - Counseling Services

Individual counseling with students is coming to a close by the beginning of June, so our social worker is wrapping up services now. **She is currently providing counseling services to 20 students to support their mental health needs, and is transitioning families to any needed resources for support over summer break.**

To gather feedback and seek improvement, our social worker is sending out a survey to all families who received counseling services.



**Counseling services has continued to connect families to therapy through CareSolace, with....**

## Key Performance Indicators (KPIs)

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
Inbound interactions	3	4	6	22	25	22	11	26	26	44	70	259
Communications saved	30	19	35	128	136	99	85	139	121	256	333	1,381
Warm Handoffs*	0	0	2	2	0	1	2	6	3	6	4	26
Family-initiated cases	0	0	0	0	1	2	0	0	1	1	0	5
Total appointments into care	0	2	1	2	0	1	0	0	2	1	0	9
Anonymous searches	0	0	5	1	0	2	0	1	1	1	0	11

The school counselor has been busy with graduation preparation, Disney Grad Nite pre-departure information and onboarding new families. There is overwhelming positivity and excitement from new families who can't wait to get started with us and many were referred by current families!




**As we count down to the last day of school, preparations are underway for a fantastic graduation ceremony. We are so thrilled to honor our 76 graduates!**



Pictured: Virtual Graduate Jacob R. sporting his Elite Black & Gold regalia!



# Elite Accomplishment Summary

- 
 With a focus on **Shared leadership** we have prepared amazing promotion and graduation ceremonies for our students.
- 
 With a focus on **Student Work and data** we sent home surveys to parents, students and staff to collect and gather necessary feedback for our school.
- 
 With a focus on **Aligned Resources**, our new onboarding systems is working! We have contacted over 300 new Track B students joining us in the fall.

Grade Span	Track B (Projected Enrollment)
Tk-3	172
4-6	131
7-8	112
9-12	178
Total	593

\* As of 06/03/2022



## Goals For June

- We look forward to holding **Professional Development**
- Work on **Level 1 Marzano Highly Reliable School Certification** by meeting with the Marzano team and starting to complete the Level 1 application.
- We are getting prepared for an exciting Credit Recovery/Acceleration and Enrichment programs for our students this summer.





## Elite Academic Academy - Lucerne May 5, 2022

### Board Of Directors - Elite Academic Academy - Lucerne

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#### Meeting Location

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

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

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

Time: 9:00 a.m.

---

#### 1.0 Call To Order

Roll Call:

Susan McDougal, Cody Simms, Kent Christensen

**Present Present Present**

Cody Susan

Motion: Second:

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

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#### 2.0 Approve/Adopt the Agenda

It is recommended the Board of Directors adopt as presented the agenda for the Board Meeting of May 5, 2022.

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#### 3.0 Public Comment -Closed Session

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

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#### 4.0 Adjourn to Closed Session

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

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#### 5.0 Closed Session

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

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

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

Time: 9:00 a.m.

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#### 6.0 Pledge Of Allegiance

Led By: [Meghan Freeman](#)

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## 7.0 Open Session

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### 8.0 Public Comment

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

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## 9.0 General Functions

### 9.1 Informational Items

#### A. CEO Report

[EAA-LU CEO Report April 22.pdf](#)

### 9.2 Consent Agenda

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

#### A. Meeting Minutes from April 7, 2022

[EAA-LU 04.07.22.pdf](#)

#### B. Warrant Register

[WarrantRegisterLU\\_Apr\\_2122.pdf](#)

#### C. New Instructional Services Community Partners

[Elite Academic Instructional Service Community Partner\\_May\\_2022 - VCI Community Partners.pdf](#)

#### D. Job Descriptions

[JD - Community Relations Lead \(pending board approval\).pdf](#)

[JD - Coordinator of Schoolwide Systems and Supports \(pending board approval\).pdf](#)

[JD - Curriculum Coordinator \(pending board approval\).pdf](#)

[JD - Director MTSS \(pending board approval\).pdf](#)

[JD - Director of Assessment and Accountability \(pending board approval\).pdf](#)

[JD - MTSS Instructional Aide \(pending board approval\).pdf](#)

[JD Independent Study School Social Worker \(Certificated\) \(pending board approval\).pdf](#)

[JD Instructional Aide \(pending board approval\).pdf](#)

Cody Susan

Motion: Second:

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

JD Temp Admissions Clerk - (pending board approval).pdf

JD - Speech Language Pathology Assistant (SLPA)  
(pending board approval).pdf

JD Lead Teacher Stipend (rider to Teacher JD) (pending  
board approval).pdf

JD Social Media and Marketing Stipend (rider to CTE  
Teacher JD) (pending board approval).pdf

Large Academy Stipend (rider to Teacher JD) (pending  
board approval).pdf

JD Program Specialist Stipend (rider to SAI) (pending board  
approval).pdf

JD - MTSS Stipend (rider to Teacher\_other JD) (pending  
board approval)(2).pdf

JD - School Psychologist (pending board approval)(1).pdf

## E. Employee Evaluation Templates

EAA-21.22 Certificated Employee Annual Review .pdf

EAA-21.22 Administrative Employee Annual Review .pdf

\_EAA-21.22 Classified Employee Annual Review.pdf

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## 10.0 Personnel Services

\* Items 10.1-10.3 were  
opened together. A vote  
was taken for each item  
separately.

Motion: Kent  
Second: Cody

### 10.1 Temporary Classified Hires

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

22230036.pdf

### 10.2 Certificated Employee Contracts

It is recommended that the board ratify the following Certificated  
Employee Contracts for Elite Academic Academy - Lucerne.

22230348.pdf

22.23 A. House Contract.pdf

### 10.3 Employee Changes of Relationship

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

22230295.pdf

21220290.pdf

### 10.4 Letters of Intent for Temporary Certificated Hires

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

22.23 Esposito LOI Signed.pdf

22.23 Frank LOI Signed.pdf

22.23 Kirby LOI Signed.pdf

22.23 McClean LOI Signed.pdf

Kent Cody

Motion: Second:

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

Kent Cody

Motion: Second:

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

Kent Cody

Motion: Second:

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

Kent Cody

Motion: Second:

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

22.23 McKinney LOI Signed.pdf

22.23 Merida LOI Signed.pdf

22.23 Robbins LOI Signed.pdf

22.23 Roberts LOI Signed.pdf

22.23 Sawelenko LOI Signed.pdf

22.23 Truong LOI Signed.pdf

22.23 Whiteman LOI Signed.pdf

22.23 Willbanks LOI Signed.pdf

22.23 Metzger LOI Signed.pdf

## 10.5 Letters of Intent for Temporary Classified Hires

It is recommended that the board ratify the following Letters of Intent for Temporary Classified Hires for Elite Academic Academy - Lucerne.

22.23 DeCamper LOI Signed.pdf

22.23 Silvestre LOI Signed.pdf

Kent Cody

Motion: Second:

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

---

## 11.0 Business Services

### 11.1 State of Emergency Policy

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

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

Kent Cody

Motion: Second:

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

### 11.2 Community Partner Packets 2022-23

It is recommended that the board approve the following Community Partner Packets 22-23 for Elite Academic Academy - Lucerne.

2022-2023 EMR Community Parter Packet EAACS\_complete.pdf

2022-2023 VCI Community Partner Packet  
EAACS\_complete\_ts.pdf

Cody Susan

Motion: Second:

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

### 11.3 Prom/Graduation/June Professional Development Vendor Proposals

It is recommended that the board approve the following Prom/Graduation/June Professional Development Vendor Proposals for Elite Academic Academy - Lucerne.

Elite Academic Graduation 2022 StarWay Production Quote.pdf

Hawk Ranch Lucerne Grad-Professional Dev Quote.pdf

1024 Production Graduation Photo Booth Quote (1).pdf

Elite Lucerne 5.7.22 Prom Quote (1).pdf

Cody Kent

Motion: Second:

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

### 11.4 Pay Scales/Salary Ranges for 2022-23

It is recommended that the board approve the following Pay

Kent Cody

Motion: Second:

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

Scales/Salary Ranges for 2022-23 for Elite Academic Academy - Lucerne.

[2022\\_2023 Staff Salary Ranges .xlsx](#)

## 11.5 CSC Borrowing Agreement

It is recommended that the board approve the following CSC Borrowing Agreement for Elite Academic Academy - Lucerne.

[LU\\_CSC Calcs.pdf](#)

[Elite Academic Lucerne Funding August LCFF.pdf](#)

## 11.6 Monday.com Contract 22-23

It is recommended that the board approve the following Monday.com Contract for 22-23 for Elite Academic Academy - Lucerne.

[Monday.com Contract 22-23.pdf](#)

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

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

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## 12.0 Educational Services/Policy Development

### 12.1 Updated Employee Handbook -Section 5.3, Rev. 2

It is recommended that the board approve the following Updated Employee Handbook Section 5.3, Rev. 2 for Elite Academic Academy - Lucerne.

[Updated Employee Handbook - Corrected version of 5.3.pdf](#)

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

### 12.2 Declaration of Need for 2022-23

It is recommended that the board approve the following Declaration of Need for the 2022-23 school year for Elite Academic Academy - Lucerne.

[CA State Declaration of Need 2022.23-LU.pdf](#)

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

### 12.3 School Pathways Proposal 22-23

It is recommended the board approve the following School Pathways Proposal 22-23 for Elite Academic Academy - Lucerne.

[Elite Lucerne SP Quote v2 \(7.1.2022-6.30.2025\).pdf](#)

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

### 12.4 Board of Directors Meeting Calendar 2022-23

It is recommended the board approve the following Board of Directors Meeting Calendar 2022-23 for Elite Academic Academy - Lucerne.

[EAA-LU 2022-23 Board of Directors Meetings Calendar.pdf](#)

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

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## 13.0 Report of Action Taken in Closed Session

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

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## 14.0 Calendar

The next regularly scheduled meeting is June 2, 2022 at 9:00 a.m.

\*Motioned to move meeting to June 9, 2022 at 9 a.m.  
Motion: Kent, Second: Cody. Vote: Susan; Aye,  
Cody; Aye, Kent; Aye. Item carries 3-0.

---

## 15.0 Board Comments and Future Planning

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

---

## 16.0 Adjournment

In compliance with Government Code section 54957.5, open session materials distributed to Board Members for review prior to a meeting may be viewed at the eliteacademic.com or at the scheduled meeting. Board

Time: 9:28 a.m.



agenda back-up materials may also be requested by calling the School at 1(866)354-8302. In addition, if you would like a copy of any record related to an item on the agenda, please contact administration.

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

**Staff Present:**  
Meghan Freeman  
Dr. Laura Spencer  
Gena Altamirano  
Adam Woodard  
Teresa Schaffer  
Karen Makkai  
Tracy Hasper  
Catherine Heredia  
Allison Watters  
Ashlea Kirkland  
Evan Jorgensen  
Monique Waithe  
Kris Mason  
Antonette Sims

## Elite Academic Academy - Lucerne

Date	Vendor Name	Account Name	Ref Number	Amount
4/1/2022	ANNUAL MEMBERSHIP FEE	Dues & Memberships	Credit Card 0140	\$95.00
4/1/2022	VISME	Technology Services & Software - Business	Credit Card 0140	\$1,044.00
4/1/2022	MOLLY MAID OF SADDLEBACK	Janitorial Services	Credit Card 0140	\$126.00
4/1/2022	TEACHWORKS	Technology Services & Software - Education	Credit Card 0140	\$134.25
4/1/2022	FEDEX 446316580	Postage & Delivery - Educational	Credit Card 0140	\$29.06
4/3/2022	NEXTIVA*VOIP SERVICE	Phone / Internet / Website Fees	Credit Card 0140	\$2,964.15
4/4/2022	FEDEX 446684761	Postage & Delivery - Educational	Credit Card 0140	\$26.07
4/5/2022	CUBESMART 713	Rent - Facilities Lease	Credit Card 0140	\$286.00
4/5/2022	ADOBE *800-833-6687	Technology Services & Software - Business	Credit Card 0140	\$861.62
4/6/2022	PURCHASE INTEREST CHARGE	Interest	Credit Card 0140	\$720.37
4/7/2022	ENVATO	Marketing	Credit Card 0140	\$546.00
4/8/2022	JNUC REGISTRATION	Registration Fees - conferences	Credit Card 0140	\$899.00
4/8/2022	WHIZZIMO.COM	Educational Services	Credit Card 0140	\$99.99
4/8/2022	OC DEPT OF ED	Professional Development	Credit Card 0140	\$250.00
4/8/2022	MOLLY MAID OF SADDLEBACK	Janitorial Services	Credit Card 0140	\$126.00
4/10/2022	HILTON HOTEL SAN DIEGO	Travel, Lodging & Meals	Credit Card 0140	\$244.73
4/10/2022	LUNA GRILL 023 OLO	Parent & Staff meeting food & supplies	Credit Card 0140	\$96.76
4/10/2022	ZAPIER.COM/CHARGE	Technology Services & Software - Business	Credit Card 0140	\$442.03
4/13/2022	FEDEX OFFICE 800000836	Postage & Delivery - Educational	Credit Card 0140	\$425.40
4/13/2022	ENTERPRISE RENT-A-CAR	Travel, Lodging & Meals	Credit Card 0140	\$255.95
4/14/2022	AIRTABLE.COM/BILL	Technology Services & Software - Business	Credit Card 0140	\$157.18
4/15/2022	MOLLY MAID OF SADDLEBACK	Janitorial Services	Credit Card 0140	\$126.00
4/17/2022	HILTON HOTELS	Travel, Lodging & Meals	Credit Card 0140	\$210.83
4/17/2022	HILTON HOTELS	Travel, Lodging & Meals	Credit Card 0140	\$210.83
4/17/2022	HILTON HOTELS	Travel, Lodging & Meals	Credit Card 0140	\$210.83
4/17/2022	MSFT * E0300ICN0Z	Technology Services & Software - Business	Credit Card 0140	\$338.25
4/17/2022	HILTON HOTELS	Travel, Lodging & Meals	Credit Card 0140	\$210.83
4/20/2022	ALIBABA.COM	Core Teaching/Student Supplies	Credit Card 0140	\$35.02
4/20/2022	ADOBE *800-833-6687	Technology Services & Software - Business	Credit Card 0140	\$8.46
4/21/2022	HOTELSCOM9167256942929	Travel, Lodging & Meals	Credit Card 0140	\$180.26
4/22/2022	SP BOOK LOVE FOUND	Travel, Lodging & Meals	Credit Card 0140	\$220.00
4/22/2022	MOLLY MAID OF SADDLEBACK	Janitorial Services	Credit Card 0140	\$126.00
4/24/2022	BEST WESTERN PLUS MARINA	Travel, Lodging & Meals	Credit Card 0140	\$197.25
4/24/2022	J2 EFAX SERVICES	Technology Services & Software - Business	Credit Card 0140	\$16.95

## Elite Academic Academy - Lucerne

4/24/2022	THINKS		Parent & Staff meeting food & supplies	Credit Card 0140	\$2,058.00
4/26/2022	KAJABI GROWTH MONTHLY		Technology Services & Software - Business	Credit Card 0140	\$199.00
4/28/2022	LATE FEE		Banking Fees	Credit Card 0140	\$40.00
4/29/2022	MOLLY MAID OF SADDLEBACK		Janitorial Services	Credit Card 0140	\$126.00
5/1/2022	FACEBK KLRJEE7JH2		Marketing	Credit Card 0140	\$3.00
5/1/2022	FACEBK 76TYETHH2		Marketing	Credit Card 0140	\$2.00
5/1/2022	FEDEX 449509762		Postage & Delivery - Educational	Credit Card 0140	\$106.52
5/1/2022	TEACHWORKS		Technology Services & Software - Education	Credit Card 0140	\$136.35
5/1/2022	FACEBK XN6CDBBHH2		Marketing	Credit Card 0140	\$2.00
5/1/2022	FACEBK RRC2ZETHH2		Marketing	Credit Card 0140	\$2.00
5/1/2022	FACEBK ZHRGBDBHH2		Marketing	Credit Card 0140	\$3.00
5/2/2022	Wildomar Valley Wood Products, Inc., Defi Rent - Facilities Lease			05May2022Lease	\$2,633.50
5/2/2022	FACEBK WKRNHDFHH2		Marketing	Credit Card 0140	\$5.00
5/2/2022	FACEBK AT8ZZDKHH2		Marketing	Credit Card 0140	\$7.00
5/2/2022	NEXTIVA*VOIP SERVICE		Phone / Internet / Website Fees	Credit Card 0140	\$2,970.69
5/2/2022	FACEBK CYF4WDPHH2		Marketing	Credit Card 0140	\$10.00
5/3/2022	Amazon Capital Services, Inc.		Approved Core Curriculum, Teacher Manuals	11MJ-TNRF-6QVL	\$31.17
5/3/2022	Beautiful Feet Books, Inc.		Approved Core Curriculum, Teacher Manuals	16694	\$265.01
5/3/2022	Beautiful Feet Books, Inc.		Approved Core Curriculum, Teacher Manuals	16703	\$273.81
5/3/2022	Beautiful Feet Books, Inc.		Approved Core Curriculum, Teacher Manuals	16685	\$256.97
5/3/2022	Beautiful Feet Books, Inc.		Approved Core Curriculum, Teacher Manuals	16695	\$103.61
5/3/2022	Beautiful Feet Books, Inc.		Approved Core Curriculum, Teacher Manuals	16701	\$255.81
5/3/2022	Beautiful Feet Books, Inc.		Approved Core Curriculum, Teacher Manuals	16687	\$92.55
5/3/2022	Beautiful Feet Books, Inc.		Approved Core Curriculum, Teacher Manuals	16686	\$284.63
5/3/2022	Beautiful Feet Books, Inc.		Approved Core Curriculum, Teacher Manuals	16692	\$62.97
5/3/2022	Beautiful Feet Books, Inc.		Approved Core Curriculum, Teacher Manuals	16699	\$273.81
5/3/2022	BookShark, LLC		Approved Core Curriculum, Teacher Manuals	B10002862	\$27.70
5/3/2022	BookShark, LLC		Approved Core Curriculum, Teacher Manuals	B10002863	\$27.70
5/3/2022	BookShark, LLC		Approved Core Curriculum, Teacher Manuals	B10002918	\$257.82
5/3/2022	BookShark, LLC		Approved Core Curriculum, Teacher Manuals	B10002916	\$324.53
5/3/2022	BookShark, LLC		Approved Core Curriculum, Teacher Manuals	B10002919	\$637.35
5/3/2022	BookShark, LLC		Approved Core Curriculum, Teacher Manuals	B10002937	\$238.42
5/3/2022	BookShark, LLC		Approved Core Curriculum, Teacher Manuals	B10002931	\$240.60
5/3/2022	BookShark, LLC		Approved Core Curriculum, Teacher Manuals	B10002997	\$377.52
5/3/2022	BookShark, LLC		Approved Core Curriculum, Teacher Manuals	B10002959	\$238.42

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5/3/2022	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	B10002996	\$582.10
5/3/2022	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	B10002994	\$213.14
5/3/2022	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	B10002998	\$236.67
5/3/2022	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	B10003017	\$295.40
5/3/2022	BookShark, LLC	Approved Core Curriculum, Teacher Manuals	B10003014	\$267.94
5/3/2022	Gravitas Publications, Inc	Approved Core Curriculum, Teacher Manuals	GS-372989	\$219.15
5/3/2022	Home Science Tools	Approved Core Curriculum, Teacher Manuals	409840	\$38.43
5/3/2022	Institute for Excellence in Writing	Approved Core Curriculum, Teacher Manuals	880665	\$326.29
5/3/2022	Mimeo.com, Inc	Approved Core Curriculum, Teacher Manuals	1813461	\$24.38
5/3/2022	Moving Beyond the Page	Approved Core Curriculum, Teacher Manuals	266291	\$292.74
5/3/2022	Outschool, Inc.	Approved Core Curriculum, Teacher Manuals	12345701812	\$60.00
5/3/2022	Pandia Press	Approved Core Curriculum, Teacher Manuals	31188	\$106.48
5/3/2022	Pandia Press	Approved Core Curriculum, Teacher Manuals	31200	\$83.98
5/3/2022	Pandia Press	Approved Core Curriculum, Teacher Manuals	31190	\$196.97
5/3/2022	Pandia Press	Approved Core Curriculum, Teacher Manuals	31199	\$83.48
5/3/2022	Pandia Press	Approved Core Curriculum, Teacher Manuals	31187	\$106.48
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3717269	\$402.46
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3717270	\$314.78
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3720377	\$419.41
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3719921	\$147.91
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3720375	\$100.59
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3720372	\$378.91
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3719689	\$239.84
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3719635	\$254.94
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3719970	\$533.19
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3719902	\$326.00
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3719737	\$276.27
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3719725	\$492.68
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3719665	\$563.38
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3719641	\$34.86
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3719729	\$256.44
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3719984	\$630.87
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3719624	\$188.35
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3719961	\$565.61
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3720053	\$65.37

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5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3719958	\$91.33
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3720067	\$97.00
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3720376	\$199.66
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3720380	\$287.50
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3719907	\$57.28
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3720373	\$114.92
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3719670	\$760.49
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3719924	\$61.82
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3719865	\$21.37
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3720370	\$475.99
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3720570	\$306.63
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3720983	\$303.73
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3721114	\$531.79
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3720947	\$173.53
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3720576	\$80.87
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3721033	\$25.76
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3720994	\$358.00
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3720997	\$185.17
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3721003	\$65.06
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3721119	\$279.21
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3720946	\$418.26
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3720556	\$782.92
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3721111	\$463.08
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3721020	\$164.75
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3721038	\$289.14
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3721001	\$384.50
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3720975	\$114.16
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3721091	\$212.98
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3721094	\$184.36
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3721072	\$44.37
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3720550	\$393.45
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3721012	\$513.44
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3721031	\$313.63
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3721026	\$823.50
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3720973	\$57.01

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5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3720552	\$160.29
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3720954	\$107.30
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3721089	\$955.47
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3721068	\$153.02
5/3/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3721098	\$344.65
5/3/2022	Teacher Synergy LLC	Approved Core Curriculum, Teacher Manuals	190400877	\$8.00
5/3/2022	Teaching Textbooks, LLC	Approved Core Curriculum, Teacher Manuals	42782	\$99.13
5/3/2022	Usborne & Kane Miller Books	Approved Core Curriculum, Teacher Manuals	DIR0840134	\$285.66
5/3/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1FGX-WYFY-X6R4	\$61.22
5/3/2022	Blick Art Materials	Core Teaching/Student Supplies	8395712	\$194.44
5/3/2022	Blick Art Materials	Core Teaching/Student Supplies	8393546	\$111.75
5/3/2022	Blick Art Materials	Core Teaching/Student Supplies	8398981	\$54.48
5/3/2022	Blick Art Materials	Core Teaching/Student Supplies	8406905	\$200.76
5/3/2022	Blick Art Materials	Core Teaching/Student Supplies	8421065	\$270.38
5/3/2022	Blick Art Materials	Core Teaching/Student Supplies	8420515	\$134.59
5/3/2022	Blick Art Materials	Core Teaching/Student Supplies	8419936	\$112.36
5/3/2022	Elemental Science, Inc.	Core Teaching/Student Supplies	IN-4291	\$52.79
5/3/2022	Home Science Tools	Core Teaching/Student Supplies	410018	\$183.14
5/3/2022	Home Science Tools	Core Teaching/Student Supplies	410019	\$84.48
5/3/2022	Home Science Tools	Core Teaching/Student Supplies	410017	\$29.52
5/3/2022	Jostens	Core Teaching/Student Supplies	28357704	\$289.68
5/3/2022	KiwiCo, Inc.	Core Teaching/Student Supplies	KE-CA8130F603292247	\$65.70
5/3/2022	KiwiCo, Inc.	Core Teaching/Student Supplies	KE-BOB5EEFD04072227	\$120.45
5/3/2022	KiwiCo, Inc.	Core Teaching/Student Supplies	KE-8F807E8904072207	\$222.94
5/3/2022	KiwiCo, Inc.	Core Teaching/Student Supplies	KE-35675BFC04072211	\$65.70
5/3/2022	KiwiCo, Inc.	Core Teaching/Student Supplies	KE-BA2E84CA04072254	\$196.83
5/3/2022	KiwiCo, Inc.	Core Teaching/Student Supplies	KE-54CB429504072233	\$121.60
5/3/2022	KiwiCo, Inc.	Core Teaching/Student Supplies	KE-9C5E12F204092240	\$66.15
5/3/2022	KiwiCo, Inc.	Core Teaching/Student Supplies	KE-9F9618E004092247	\$65.70
5/3/2022	Lakeshore Learning Materials	Core Teaching/Student Supplies	7.92427E+11	\$45.03
5/3/2022	Lakeshore Learning Materials	Core Teaching/Student Supplies	7.94866E+11	\$61.86
5/3/2022	Lakeshore Learning Materials	Core Teaching/Student Supplies	7.94592E+11	\$166.77
5/3/2022	Lakeshore Learning Materials	Core Teaching/Student Supplies	7.93252E+11	\$638.08
5/3/2022	Lego Education	Core Teaching/Student Supplies	1190501486	\$639.28
5/3/2022	Lego Education	Core Teaching/Student Supplies	1190501479	\$307.71

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5/3/2022	Lego Education	Core Teaching/Student Supplies	1190501487	\$639.28
5/3/2022	Lego Education	Core Teaching/Student Supplies	1190501485	\$135.88
5/3/2022	Lego Education	Core Teaching/Student Supplies	1190501482	\$307.71
5/3/2022	Mimeo.com, Inc	Core Teaching/Student Supplies	1813461	\$1,553.27
5/3/2022	Papers Scissors Stone	Core Teaching/Student Supplies	9954	\$211.60
5/3/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3720378	\$49.26
5/3/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3719971	\$25.44
5/3/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3720066	\$26.53
5/3/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3720371	\$65.06
5/3/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3719864	\$208.95
5/3/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3720069	\$45.10
5/3/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3720201	\$123.21
5/3/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3719762	\$738.45
5/3/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3721108	\$33.55
5/3/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3720950	\$122.08
5/3/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3721118	\$410.52
5/3/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3721006	\$397.40
5/3/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3721107	\$121.03
5/3/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3720582	\$126.94
5/3/2022	Staples Business Credit	Core Teaching/Student Supplies	7354128938-0-1	\$61.97
5/3/2022	Staples Business Credit	Core Teaching/Student Supplies	7354258322-0-1	\$112.84
5/3/2022	Staples Business Credit	Core Teaching/Student Supplies	7354257270-0-1	\$45.56
5/3/2022	Staples Business Credit	Core Teaching/Student Supplies	7354258322-0-2	\$10.75
5/3/2022	Staples Business Credit	Core Teaching/Student Supplies	7354257270-0-3	\$7.00
5/3/2022	Timberdoodle Co.	Core Teaching/Student Supplies	382679	\$64.35
5/3/2022	Staples Business Credit	Dues & Memberships	7353763256-0-1	\$162.58
5/3/2022	All For KIDZ	Educational Services	516534-04	\$700.00
5/3/2022	Caroline Beus	Educational Services	535503929	\$315.00
5/3/2022	Cece's Artistic Touch	Educational Services	360	\$25.00
5/3/2022	Club Z! Tutoring Temecula	Educational Services	535491201	\$1,378.00
5/3/2022	Desert Baseball Network**	Educational Services	535503932	\$2,400.00
5/3/2022	Engineering for Kids of Kern	Educational Services	1076	\$335.00
5/3/2022	Jill Morrison	Educational Services	535501664	\$700.00
5/3/2022	Melissa J. Diwa Enterprises	Educational Services	535501665	\$4,839.00
5/3/2022	Melissa J. Diwa Enterprises	Educational Services	535503930	\$942.00

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5/3/2022	Murrieta Academy of Music and Performir	Educational Services	70086	\$493.00
5/3/2022	Neesha N. Rahim	Educational Services	102	\$3,750.00
5/3/2022	Nicole the Math Lady, LLC	Educational Services	4396	\$129.00
5/3/2022	On Pointe Productions, LLC	Educational Services	535501667	\$65.00
5/3/2022	P.U.M.A Karate	Educational Services	535501668	\$138.00
5/3/2022	Parnassus Preparatory Academy	Educational Services	535493612	\$3,180.00
5/3/2022	Sarina Chiddick	Educational Services	535438443	\$400.00
5/3/2022	Universal Martial Arts Centers, LLC	Educational Services	535491215	\$655.00
5/3/2022	Certifix Live Scan	Fingerprinting	62458	\$27.50
5/3/2022	Department of Justice	Fingerprinting	575089	\$49.00
5/3/2022	Great American Insurance Group	General Liability Insurance	004Apr2022LU	\$1,757.41
5/3/2022	Mary R. Pierce, Esq.	Legal Fees	202216	\$187.50
5/3/2022	Frontier	Phone / Internet / Website Fees	005May2022	\$150.30
5/3/2022	Frontier	Phone / Internet / Website Fees	005May2022-43385	\$78.12
5/3/2022	Pioneer Nashville II, LLC	Rent - Facilities Lease	005May22STE130	\$1,030.50
5/3/2022	NCS Pearson, Inc.	Special Education Services	17925903	\$9.50
5/3/2022	The Speech and Language Group, Inc	Special Education Services	44621	\$1,625.00
5/3/2022	SBCSS	STRS	04AprSTRS2022	\$49,000.00
5/3/2022	SBCSS	STRS	04AprSTRS2022	\$43,336.47
5/3/2022	Mimeo.com, Inc	Student Assessments	1813461	\$63.24
5/3/2022	Sprint	Technology Equipment - Students	203114558-029	\$1,902.51
5/3/2022	AGiRepair, Inc.	Technology Services & Software - Education	13255	\$99.00
5/3/2022	Clever	Technology Services & Software - Education	INV012469	\$731.00
5/3/2022	Tasha Orshoff	UNALLOCATED WAGES	4272022	\$1,424.57
5/3/2022	FACEBK X7MSJDFHH2	Marketing	Credit Card 0140	\$15.00
5/3/2022	FACEBK 2DWYED7HH2	Marketing	Credit Card 0140	\$15.00
5/4/2022	Anthem Blue Cross	Health Insurance	202204925323	\$15,370.97
5/4/2022	Guardian	Health Insurance	005May2022	\$4,285.81
5/4/2022	FEDEX 449950857	Postage & Delivery - Educational	Credit Card 0140	\$34.17
5/4/2022	FACEBK WSCM3FTHH2	Marketing	Credit Card 0140	\$25.00
5/4/2022	FEDEX 449759105	Postage & Delivery - Educational	Credit Card 0140	\$574.58
5/5/2022	SQ *HAWK RANCH INC.	Rent - Facilities Lease	Credit Card 0140	\$8,252.41
5/5/2022	FEDEX OFFICE 800000836	Postage & Delivery - Educational	Credit Card 0140	\$104.38
5/5/2022	CUBESMART 713	Rent - Facilities Lease	Credit Card 0140	\$286.00
5/5/2022	FEDEX OFFICE 800000836	Postage & Delivery - Educational	Credit Card 0140	\$113.07



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5/5/2022	ADOBE *800-833-6687	Technology Services & Software - Business	Credit Card 0140	\$878.61
5/5/2022	FEDEX 450051633	Postage & Delivery - Educational	Credit Card 0140	\$41.70
5/6/2022	PURCHASE INTEREST CHARGE	Interest	Credit Card 0140	\$8.72
5/6/2022	MOLLY MAID OF SADDLEBACK	Janitorial Services	Credit Card 0140	\$126.00
5/6/2022	FEDEX 450149849	Postage & Delivery - Educational	Credit Card 0140	\$130.84
5/8/2022	HILTON ANAHEIM COHO	Travel, Lodging & Meals	Credit Card 0140	\$210.83
5/8/2022	HILTON ANAHEIM COHO	Travel, Lodging & Meals	Credit Card 0140	\$210.83
5/8/2022	HILTON ANAHEIM COHO	Travel, Lodging & Meals	Credit Card 0140	\$210.83
5/8/2022	FEDEX 450249016	Postage & Delivery - Educational	Credit Card 0140	\$251.48
5/8/2022	HILTON ANAHEIM COHO	Travel, Lodging & Meals	Credit Card 0140	\$210.83
5/9/2022	JACLYN THOMAS	UNALLOCATED WAGES	51022	\$1,681.66
5/9/2022	ZAPIER.COM/CHARGE	Technology Services & Software - Business	Credit Card 0140	\$448.50
5/11/2022	FEDEX 450716338	Postage & Delivery - Educational	Credit Card 0140	\$28.01
5/12/2022	FEDEX 450817332	Postage & Delivery - Educational	Credit Card 0140	\$27.45
5/13/2022	Accelerate Education, Inc.	Approved Core Curriculum, Teacher Manuals	4908	\$5,754.00
5/13/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	1WYX-1K44-K4WM	\$103.66
5/13/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	1WYX-1K44-K1CY	\$103.26
5/13/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	1MXL-1X16-GWTQ	\$32.57
5/13/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	1XGR-33R9-GJVT	\$45.94
5/13/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	14PD-CL64-G6FF	\$369.17
5/13/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	1YMC-CD33-T3LW	\$66.39
5/13/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	1F99-6WPQ-V6RJ	\$93.16
5/13/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	17H6-FMYG-CQX9	\$103.26
5/13/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	11H1-QYW7-HY6R	\$171.20
5/13/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	1N41-1NKK-HG9H	\$220.47
5/13/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals	1NCY-GWQJ-3D3X	\$38.99
5/13/2022	Dash Into Learning	Approved Core Curriculum, Teacher Manuals	130	\$179.99
5/13/2022	Mimeo.com, Inc	Approved Core Curriculum, Teacher Manuals	1816710	\$56.38
5/13/2022	Outschool, Inc.	Approved Core Curriculum, Teacher Manuals	12345702850	\$18.00
5/13/2022	Outschool, Inc.	Approved Core Curriculum, Teacher Manuals	12345702849	\$259.00
5/13/2022	Outschool, Inc.	Approved Core Curriculum, Teacher Manuals	12345703384	\$50.00
5/13/2022	Outschool, Inc.	Approved Core Curriculum, Teacher Manuals	12345703383	\$90.00
5/13/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3719890	\$50.33
5/13/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3726443	\$188.35
5/13/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3726378	\$55.35

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5/13/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3726380	\$54.53
5/13/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3726444	\$23.60
5/13/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3727218	\$33.09
5/13/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3730596	\$322.17
5/13/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Manuals	S222376	\$229.58
5/13/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Manuals	S222541	\$162.70
5/13/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Manuals	S222533	\$29.23
5/13/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Manuals	S222540	\$162.70
5/13/2022	Singapore Math Inc.	Approved Core Curriculum, Teacher Manuals	S222681	\$72.82
5/13/2022	Studies Weekly	Approved Core Curriculum, Teacher Manuals	435974	\$29.90
5/13/2022	Studies Weekly	Approved Core Curriculum, Teacher Manuals	435975	\$29.90
5/13/2022	Studies Weekly	Approved Core Curriculum, Teacher Manuals	435928	\$32.27
5/13/2022	Studies Weekly	Approved Core Curriculum, Teacher Manuals	436513	\$65.14
5/13/2022	Studies Weekly	Approved Core Curriculum, Teacher Manuals	436514	\$65.14
5/13/2022	Studies Weekly	Approved Core Curriculum, Teacher Manuals	436508	\$64.84
5/13/2022	Studies Weekly	Approved Core Curriculum, Teacher Manuals	436509	\$64.84
5/13/2022	Studies Weekly	Approved Core Curriculum, Teacher Manuals	436511	\$65.14
5/13/2022	Studies Weekly	Approved Core Curriculum, Teacher Manuals	436512	\$65.14
5/13/2022	Studies Weekly	Approved Core Curriculum, Teacher Manuals	436510	\$64.84
5/13/2022	Susan Collins	Approved Core Curriculum, Teacher Manuals	COL042522	\$80.00
5/13/2022	Time4Learning	Approved Core Curriculum, Teacher Manuals	5292005	\$324.50
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	13XV-XF1Q-L6VG	\$134.63
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	13YN-D1L3-9911	\$37.98
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1D4K-4M6Y-FG6T	\$22.17
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1FJD-Y3HP-63WW	\$8.45
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	17H6-FMYG-CQ4X	\$745.47
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	146J-3DTH-4JCP	\$126.99
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1QVG-4WFJ-79YL	\$278.19
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1XGR-33R9-MGRM	\$140.28
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	17H6-FMYG-49NN	\$250.17
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1914-77MK-GPY6	\$433.48
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1N41-1NKK-F3N3	\$24.77
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1K33-HQVV-CH49	\$894.28
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	196K-YGX1-9QT4	\$18.45
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1NLG-41QM-C1TL	\$18.16

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5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1N41-1NKK-G3XG	\$141.17
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	196K-YGX1-FY43	\$18.16
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1FTF-YKG6-NGPF	\$229.37
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1JMW-DMJP-MRG1	\$47.85
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1TQV-CY7Q-DQNV	\$131.05
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1MY1-7FFX-M4LT	\$18.32
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1416-Y6D3-CG9T	\$39.80
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1RMV-J4YR-X963	\$18.41
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1NCY-GWQJ-7MCY	\$185.20
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1NCY-GWQJ-NLKK	\$650.67
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1Y73-YPKC-9MWW	\$21.72
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1RKN-QKT1-6JPX	\$195.71
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1WGF-XYPN-DWHX	\$442.00
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1NQX-MPIH-J3QG	\$140.80
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	11R6-WXQ3-93MJ	\$146.06
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1KJ4-3L46-91CP	\$12.82
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1W47-14PD-CW MJ	\$9.78
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1HLT-9KVVH-RP1H	\$18.33
5/13/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1HLT-9KVVH-RXTL	\$126.37
5/13/2022	Blick Art Materials	Core Teaching/Student Supplies	8432036	\$18.00
5/13/2022	Blick Art Materials	Core Teaching/Student Supplies	8464526	\$5.97
5/13/2022	Crafty School Crates	Core Teaching/Student Supplies	21354	\$240.57
5/13/2022	Crafty School Crates	Core Teaching/Student Supplies	21369	\$240.57
5/13/2022	H4B Team LLC	Core Teaching/Student Supplies	3125	\$116.99
5/13/2022	H4B Team LLC	Core Teaching/Student Supplies	3123	\$110.99
5/13/2022	H4B Team LLC	Core Teaching/Student Supplies	3124	\$152.99
5/13/2022	Home Science Tools	Core Teaching/Student Supplies	412682	\$317.84
5/13/2022	Home Science Tools	Core Teaching/Student Supplies	412683	\$28.18
5/13/2022	Jostens	Core Teaching/Student Supplies	28527191	\$1,233.63
5/13/2022	Jostens	Core Teaching/Student Supplies	28541875	\$32.15
5/13/2022	KiwiCo, Inc.	Core Teaching/Student Supplies	KE-A904862804192210	\$64.65
5/13/2022	KiwiCo, Inc.	Core Teaching/Student Supplies	KE-OF04164A04202218	\$112.63
5/13/2022	Lakeshore Learning Materials	Core Teaching/Student Supplies	7.93252E+11	\$99.21
5/13/2022	Lakeshore Learning Materials	Core Teaching/Student Supplies	8.2009E+11	\$28.53
5/13/2022	Little Passports, Inc	Core Teaching/Student Supplies	118550261	\$438.33

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5/13/2022	Little Passports, Inc	Core Teaching/Student Supplies	118550644	\$309.67
5/13/2022	Little Passports, Inc	Core Teaching/Student Supplies	118550264	\$438.33
5/13/2022	Mimeo.com, Inc	Core Teaching/Student Supplies	1816710	\$1,408.05
5/13/2022	Rainbow Resource Center	Core Teaching/Student Supplies	3726442	\$9.35
5/13/2022	Staples Business Credit	Core Teaching/Student Supplies	7354257270-0-2	\$36.18
5/13/2022	Staples Business Credit	Core Teaching/Student Supplies	7354821953-0-1	\$124.90
5/13/2022	DeeAnn Houck	Educational Services	HOU042022c	\$115.90
5/13/2022	DeeAnn Houck	Educational Services	HOU042022b	\$163.77
5/13/2022	DeeAnn Houck	Educational Services	HOU042022a	\$163.77
5/13/2022	DeeAnn Houck	Educational Services	HOU042022	\$116.00
5/13/2022	DeeAnn Houck	Educational Services	HOU042122a	\$145.13
5/13/2022	DeeAnn Houck	Educational Services	HOU042122	\$145.13
5/13/2022	DeeAnn Houck	Educational Services	HOU042122b	\$189.00
5/13/2022	Delashawne Acevedo	Educational Services	ACE042222a	\$150.00
5/13/2022	Delashawne Acevedo	Educational Services	ACE042222	\$150.00
5/13/2022	Desert Hope Dyslexia Services	Educational Services	535512993	\$500.00
5/13/2022	Donald Jensen	Educational Services	535503934	\$140.00
5/13/2022	Emmanuel Flores	Educational Services	FLO042022	\$375.00
5/13/2022	Emmanuel Flores	Educational Services	FLO042022a	\$105.00
5/13/2022	Emmanuel Flores	Educational Services	FLO042022b	\$315.00
5/13/2022	Karen Beltran	Educational Services	535515019	\$660.00
5/13/2022	Karen Beltran	Educational Services	535512990	\$195.00
5/13/2022	Laura Meer	Educational Services	535512987	\$555.00
5/13/2022	Melissa J. Diwa Enterprises	Educational Services	535512991	\$2,523.00
5/13/2022	Philisha Montano	Educational Services	MON042222	\$225.00
5/13/2022	Selva Mixed Martial Arts Inc	Educational Services	535512995	\$498.00
5/13/2022	Stacey Chen	Educational Services	CHE042522	\$299.20
5/13/2022	Stacey Chen	Educational Services	CHE042522a	\$299.20
5/13/2022	Stacey Chen	Educational Services	CHE042522b	\$299.20
5/13/2022	Virginia Mercado	Educational Services	MER042722	\$680.00
5/13/2022	Hatch & Cesario, Attorneys-at-Law	Legal Fees	14204	\$540.00
5/13/2022	Hatch & Cesario, Attorneys-at-Law	Legal Fees	14205	\$270.00
5/13/2022	Staples Business Credit	Materials & Supplies - Office	7355497375-0-1	\$107.41
5/13/2022	Life Storage	Rent - Facilities Lease	004Apr22#658b	\$99.50
5/13/2022	McColgan & Associates, Inc	Special Education Services	4562	\$9,177.85

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5/13/2022	NCS Pearson, Inc.	Special Education Services	17929747	\$41.25
5/13/2022	Mimeo.com, Inc	Student Assessments	1815034	\$59.10
5/13/2022	Diligent Corporation	Technology Services & Software - Business	INV340462	\$5,088.20
5/13/2022	SQ *HAWK RANCH INC.	Rent - Facilities Lease	Credit Card 0140	\$2,587.75
5/13/2022	MOLLY MAID OF SADDLEBACK	Janitorial Services	Credit Card 0140	\$126.00
5/15/2022	FEDEX 451008790	Postage & Delivery - Educational	Credit Card 0140	\$27.79
5/15/2022	CL *Chase Travel	Travel, Lodging & Meals	Credit Card 0140	\$62.65
5/15/2022	CL *Chase Travel	Travel, Lodging & Meals	Credit Card 0140	\$45.51
5/17/2022	Whoop, Inc.	Technology Services & Software - Education	5125	\$49,000.00
5/17/2022	Whoop, Inc.	Technology Services & Software - Education	5125	\$36,250.00
5/17/2022	AIRTABLE.COM/BILL	Technology Services & Software - Business	Credit Card 0140	\$144.00
5/17/2022	MSFT * E0300IQJC	Technology Services & Software - Business	Credit Card 0140	\$338.25
5/18/2022	Cody Simms	Board Stipends - Attendance	05May2022LU	\$300.00
5/18/2022	Kent Christensen	Board Stipends - Attendance	05May2022LU	\$300.00
5/18/2022	Susan Ann McDougal	Board Stipends - Attendance	05May2022LU	\$300.00
5/18/2022	Pitney Bowes Global Financial Services LLC	Business Services	3105481626	\$104.45
5/18/2022	Aflac	Health Insurance	133849	\$774.23
5/18/2022	Prime Educational Solutions	Misc. Operating Expense	1060	\$50,000.00
5/18/2022	FEDEX 451260222	Postage & Delivery - Educational	Credit Card 0140	\$60.62
5/19/2022	CliftonLarsonAllen LLP	Accounting Fees / Audit	3271650	\$1,995.00
5/19/2022	Valley Office Equipment**	Copier Lease, Service, Toner & Repair	IN2204-1506	\$16.98
5/19/2022	Branche Jones	Educational Services	102	\$1,500.00
5/19/2022	HOPE CDC	Educational Services	355	\$4,685.00
5/19/2022	Certifix Live Scan	Fingerprinting	63338	\$30.00
5/19/2022	Department of Justice	Fingerprinting	581056	\$32.00
5/19/2022	Prime Educational Solutions	Misc. Operating Expense	1060	\$47,317.98
5/19/2022	Frontier	Phone / Internet / Website Fees	006Jun2022-43385	\$83.11
5/19/2022	Frontier	Phone / Internet / Website Fees	006Jun2022	\$154.82
5/19/2022	Purchase Power	Postage & Delivery - Business	005May2022	\$559.19
5/19/2022	TSW Therapy, Inc.	Special Education Services	1135	\$7,643.75
5/19/2022	TSW Therapy, Inc.	Special Education Services	1119	\$690.00
5/19/2022	TSW Therapy, Inc.	Special Education Services	1136	\$2,272.50
5/19/2022	TSW Therapy, Inc.	Special Education Services	1138	\$815.00
5/19/2022	TSW Therapy, Inc.	Special Education Services	1117	\$5,737.50
5/19/2022	TSW Therapy, Inc.	Special Education Services	1118	\$3,286.25

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5/19/2022	Sprint	Technology Equipment - Students	203114558-030	\$1,920.00
5/19/2022	School Pathways Holdings, LLC	Technology Services & Software - Educational	140-INV3360	\$3,402.83
5/19/2022	FEDEX 451550935	Postage & Delivery - Educational	Credit Card 0140	\$27.79
5/20/2022	Amanda Neira	Educational Services	535515028	\$280.00
5/20/2022	Cece's Artistic Touch	Educational Services	535515025	\$200.00
5/20/2022	EM Sports LLC	Educational Services	535515032	\$2,917.03
5/20/2022	EMH Sports USA, Inc	Educational Services	535515065	\$40.00
5/20/2022	Frank Velasquez	Educational Services	535515024	\$520.00
5/20/2022	Jill Morrison	Educational Services	535515014	\$250.00
5/20/2022	Kimberly Keeth	Educational Services	535515067	\$1,900.00
5/20/2022	Melissa Cole	Educational Services	535515023	\$720.00
5/20/2022	Melissa Leonard	Educational Services	535515069	\$1,120.00
5/20/2022	On Pointe Productions, LLC	Educational Services	535515076	\$65.00
5/20/2022	Sarina Chiddick	Educational Services	535515026	\$400.00
5/20/2022	The Rage Entertainment Complex	Educational Services	535515078	\$1,053.00
5/20/2022	Write On! Webb	Educational Services	2475	\$397.00
5/20/2022	Write On! Webb	Educational Services	2470	\$397.00
5/20/2022	OPS	Technology Services & Software - Educational	2308	\$684.95
5/20/2022	FEDEX 451645194	Postage & Delivery - Educational	Credit Card 0140	\$30.11
5/22/2022	MOLLY MAID OF SADDLEBACK	Janitorial Services	Credit Card 0140	\$126.00
5/22/2022	FAIRFIELD INN-ANAHEIM	Travel, Lodging & Meals	Credit Card 0140	\$374.85
5/22/2022	FEDEX 451739437	Postage & Delivery - Educational	Credit Card 0140	\$30.11
5/22/2022	FAIRFIELD INN-ANAHEIM	Travel, Lodging & Meals	Credit Card 0140	\$374.85
5/22/2022	FAIRFIELD INN-ANAHEIM	Travel, Lodging & Meals	Credit Card 0140	\$374.85
5/23/2022	FEDEX 451981948	Postage & Delivery - Educational	Credit Card 0140	\$90.33
5/24/2022	J2 EFAX SERVICES	Phone / Internet / Website Fees	Credit Card 0140	\$16.95
5/25/2022	FIS LOCKBOX OPERATIONS ATTN:PITNEY B	Postage & Delivery - Educational	007.LU	\$5,000.00
5/25/2022	SQ *HAWK RANCH INC.	Rent - Facilities Lease	Credit Card 0140	\$8,646.21
5/26/2022	Desert Hope Dyslexia Services	Educational Services	535516748	\$1,475.00
5/26/2022	Kaiser Foundation Health Plan	Health Insurance	483937606313	\$22,249.91
5/26/2022	OC DEPT OF ED	Professional Development	Credit Card 0140	\$295.00
5/26/2022	FEDEX 452266440	Postage & Delivery - Educational	Credit Card 0140	\$30.11
5/26/2022	KAJABI GROWTH MONTHLY	Technology Services & Software - Business	Credit Card 0140	\$199.00
5/27/2022	Outschool, Inc.	Approved Core Curriculum, Teacher Manuals	12345703824	\$60.00
5/27/2022	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals	3735349	\$36.81

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5/27/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1Q1F-DP69-LGNJ	\$208.01
5/27/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	167J-66PT-L9QR	\$159.75
5/27/2022	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	13GP-6GKG-JRF7	\$18.59
5/27/2022	Blick Art Materials	Core Teaching/Student Supplies	8528129	\$69.98
5/27/2022	Class of Recognition	Core Teaching/Student Supplies	525474371	\$507.72
5/27/2022	Jostens	Core Teaching/Student Supplies	28672409	\$11.42
5/27/2022	Jostens	Core Teaching/Student Supplies	28707120	\$174.17
5/27/2022	KiwiCo, Inc.	Core Teaching/Student Supplies	KE-801D3A5204292212	\$117.98
5/27/2022	KiwiCo, Inc.	Core Teaching/Student Supplies	KE-2BD567C205042232	\$239.20
5/27/2022	KiwiCo, Inc.	Core Teaching/Student Supplies	KE-1008591B05042234	\$240.84
5/27/2022	Staples Business Credit	Core Teaching/Student Supplies	7355856476-0-1	\$89.32
5/27/2022	Caroline Beus	Educational Services	535515021	\$1,015.00
5/27/2022	Club Z! Tutoring Temecula	Educational Services	535515027	\$3,392.50
5/27/2022	Creative Creatures & Co.	Educational Services	535516746	\$520.00
5/27/2022	Defend Your Legacy Basketball	Educational Services	535489255	\$308.75
5/27/2022	Engineering for Kids of Kern	Educational Services	1082	\$2,610.00
5/27/2022	Lorna Jenkins	Educational Services	535515070	\$872.00
5/27/2022	Lorna Jenkins	Educational Services	535516750	\$444.00
5/27/2022	Melissa J. Diwa Enterprises	Educational Services	535515022	\$7,740.00
5/27/2022	Melissa J. Diwa Enterprises	Educational Services	535516745	\$855.00
5/27/2022	Murrieta Academy of Music and Performir	Educational Services	70402	\$371.00
5/27/2022	Neesha N. Rahim	Educational Services	103	\$3,945.00
5/27/2022	Nicole Barnhart	Educational Services	535515077	\$1,530.00
5/27/2022	Nicole Barnhart	Educational Services	535516756	\$270.00
5/27/2022	Noah Rabe Music	Educational Services	535516758	\$100.00
5/27/2022	Noonan family Swim School, Inc.	Educational Services	535515074	\$284.00
5/27/2022	Noonan family Swim School, Inc.	Educational Services	535515071	\$402.00
5/27/2022	P.U.M.A Karate	Educational Services	535516753	\$69.00
5/27/2022	Tamra Holland	Educational Services	HOL052622a	\$529.00
5/27/2022	Universal Martial Arts Centers, LLC	Educational Services	535516759	\$1,855.00
5/27/2022	Mary R. Pierce, Esq.	Legal Fees	202218	\$37.50
5/27/2022	FlipSwitch Marketing LLC	Marketing	INVFM329	\$5,556.45
5/27/2022	Staples Business Credit	Materials & Supplies - Office	7355496932-0-1	\$51.90
5/27/2022	Staples Business Credit	Materials & Supplies - Office	7356102185-0-1	\$337.64
5/27/2022	Marisa Thompson	Professional Development	39	\$3,000.00

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5/27/2022	McColgan & Associates, Inc	Special Education Services	4577	\$6,069.90
5/27/2022	Specialized Therapy Services, Inc.	Special Education Services	ELAA01-0422	\$19.00
5/27/2022	Panorama Education	Technology Services & Software - Education	INV7865	\$4,375.00
5/27/2022	T-Mobile	Technology Services & Software - Education	005May2022	\$970.80
5/27/2022	MOLLY MAID OF SADDLEBACK	Janitorial Services	Credit Card 0140	\$126.00
5/29/2022	LATE FEE	Banking Fees	Credit Card 0140	\$40.00
5/30/2022	FEDEX 452697463	Postage & Delivery - Educational	Credit Card 0140	\$27.48
5/30/2022	FACEBK F9AKQFTHH2	Marketing	Credit Card 0140	\$10.92
5/31/2022	Bagger Sports	Marketing	4589	\$13,819.35
5/31/2022	Bagger Sports	Marketing	4587	\$2,001.34
5/31/2022	Bagger Sports	Marketing	4580	\$6,620.00
5/31/2022	Bagger Sports	Marketing	4586	\$5,251.25
5/31/2022	Bagger Sports	Marketing	4588	\$8,300.00
6/1/2022	ZOOM.US 888-799-9666	Technology Services & Software - Business	140	\$178.76





## Compliance Coordinator

### *Job Description*

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

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

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

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

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

**ESSENTIAL DUTIES and RESPONSIBILITIES:**

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

**General Expectations:**

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

- Assist with implementation of school-adopted assessment program(s). Assist with facilitation of required testing and assessments.
- Assist teachers and students with Community College and CTE class enrollments.
- Identify student needs and cooperate with other professional staff members in assessing and helping solve students' health, attitude, and learning challenges.
- Maintain professional competence through professional development educational activities.
- Provide employee evaluations.
- Utilize technology as a means of educating and communicating.

**Other Duties:**

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

**Use of Computer Technology:**

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

**Physical Demands:**

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

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

**Work Environment:**

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

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

**Employee Acknowledgement:**

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Employee Signature

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Printed Name

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Date



## Credit Recovery/Acceleration Lead Stipend - Job Description

<b>Position Title:</b>	Credit Recovery/Acceleration Lead
<b>Department:</b>	Certificated Teaching
<b>Reports To:</b>	Program Director (or Designee)
<b>FLSA Classification:</b>	Exempt
<b>Stipend:</b>	\$5,000-\$15,000 annually depending on experience
<b>Classification:</b>	Certificated
<b>School Calendar Days:</b>	12 month Calendar

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**Job Description:** *This is not a stand-alone job description, but a rider to our teaching and/or other exceptional education job descriptions. This payscale is in addition to the other position.*

### **General Duties:**

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

- Manage personnel involved with the program.
  - Screen, interview, and hire temporary staff needed.
  - Supervise and support Leads, TORs, Content Teachers, and Instructional Aides.
  - Provide weekly professional development for staff to ensure a successful program.
  - Review all compliance tasks for accuracy.
  - Ensure report cards are completed and accurate.
- Develop professional development.
  - New TOR training on compliance, use of Canvas LMS, parent-student relationships, and how to support content teachers.
  - Lead Teacher training on leadership, staff management, and program outcomes.
  - New Content Teacher training on course content, attendance requirements, and engaging teaching practices in an independent study environment.
  - Weekly professional development on compliance and/or content delivery.

*Credit Recover/Acceleration Lead Stipend Job Description  
Pending Board Approval*

- Provide teacher, parent, and student webinars about Elite’s summer program.
- Provide orientation webinars and recordings for students.
- Secure guest speakers and enrichment activities for students to participate in throughout the program.
  - Coordinate with approved Community Partners to ensure quality enrichment activities are provided to students.
  - Coordinate with the Community Relations department to provide enrichment boxes to all enrolled students.
  - Seek out and schedule guest speakers that appeal to enrolled students.
- Collaborate with Admissions Dept to ensure student enrollment is completed, to include assigning TORs to students.
- Develop systems of support to ensure students have a positive and successful experience.
  - Create 6 week calendars/pacing of what students are expected to do for each course.
  - Make sure academic welcome boxes have everything students need to access the courses and enrichment offerings.
  - Create a Student/Parent handbook outlining expectations and requirements for the program.
  - Work with Marketing Dept to provide current website and social media information regarding the program.

**Required Qualifications:**

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

**Desired Qualifications:**

- Professional development in the area(s) of:
  - communication and conferencing skills;
  - leadership development;
  - classroom management;
  - standards-based curriculum development;
  - peer observation, coaching, mentoring, and conferencing skills;
  - student and parent conferencing skills;
  - knowledge of subject matter;
  - independent study compliance;
  - remote teaching;
  - assessment of student performance;
  - grant writing.

- Master's degree or higher.
- 5 or more years in the field of Education with independent study experience.

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**Employee Acknowledgement:**

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Employee Signature

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Printed Name

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Date



## Special Education Department (SPED) Liaison Job Description

<b>Job Title:</b>	SPED Liaison
<b>Department:</b>	Special Education Department
<b>Reports To:</b>	Special Education Administrative Assistant (or designee)
<b>FLSA Classification:</b>	Non-Exempt
<b>Classification:</b>	Classified
<b>Pay Range:</b>	\$20.00 - \$26.00/hr (part-time or full-time)
<b>Work Schedule:</b>	12 months
<b>Location:</b>	Remote and/or Onsite Office (Temecula)

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**Position Summary:** *Provide support to the Special Education faculty, administrators and staff to ensure the appropriate delivery of special education and related services.*

### ESSENTIAL DUTIES AND RESPONSIBILITIES

- Serve as liaison to the assigned Special Education Administrative Assistant; perform communication services; receive, screen, and route telephone calls; take and relay messages as appropriate; and schedule and arrange interviews, appointments, conferences and other events; maintain appointment and activity calendars.
- Exercise independent judgment in resolving issues and refer difficult issues to the administrator as necessary.
- Follow established procedures and meet deadlines.
- Coordinate, schedule and attend meetings; prepare and send out notices of meetings; reserve facilities; collect and compile information for meetings, projects and workshops; take, transcribe and distribute minutes as directed.
- Liaison between SPED vendors and Elite Academic Academy.

*Special Education Department Liaison Job Description  
Pending Board Approval*



- Input data into an assigned computer system; initiate queries and generate computerized reports as requested; establish and maintain automated records and files; assure accuracy of input and output data; and submit reports to appropriate personnel.
- Maintain SEIS and WebIEP databases.
- Manage and submit all SPED compliance and reporting data to CALPADS.
- Assign all SPED students to case managers and all placement info.
- Support all SPED staff in various platforms.
- Assign assessment teams for all assessments.
- Support budget planning needs.
- Schedule IEP meetings.
- Send and receive DocuSign for all SPED documents.
- Maintain student SPED files.
- Monitor SPED timelines.

**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.
- 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.
- 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.
- Serve as assistant and liaison to the SPED Administrative Assistant, and coordinate communications.
- Assure smooth and efficient office operations.
- Work independently with little direction.
- 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.

- 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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**Employee Acknowledgement:**

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

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

\_\_\_\_\_  
Date



## MTSS Content Teacher Job Description

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

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### Position Summary:

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

*programs for identified students, identifying curriculum and instructional support for students and also working with Teachers of Record on including effective intervention strategies, and implementing specialized services to meet the needs of each and every student. In addition, this position will assist in developing a systematic school-wide approach to MTSS.*

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

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

**General skills:**

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

- Maintain integrity at all times.

## **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

### **MTSS Content Teacher:**

- Initial setup and preparation of courses, including due dates, syllabus, grading scale, and content review.
- Provide students with syllabus, pacing guide with due dates for assignments, standards being addressed, and assessments.
- Develop and deliver weekly live sessions that help students develop content mastery, and take attendance at live sessions for compliance purposes.
- Issue midterm progress report.
- Offer office hours and tutoring opportunities for students.
- Review completed coursework and make final grade determination.
- Update course as necessary.
- Provide MTSS support services for identified students through weekly synchronous lessons.
- Coordinate and facilitate the implementation of academic and social-emotional interventions for students in need of support towards meeting course standards.
- Use data, such as progress reports, assignment feedback, and school assessments, to determine and provide the skills development needed for a student to become academically proficient.
- Provide data for SST and 504 meetings and communicate with parents, teachers, staff regarding progress or further interventions needed.
- Participate in Student Support Team meetings as needed to assist in coordination of intervention services for all students receiving MTSS support.
- Identify and promote opportunities/additional potential resources that would improve students' academic outcomes.
- Monitor the progress of the entire caseload, maintain records, complete compliance requirements, and communicate with parents and Teachers of Record..

### **Personalized Courses:**

- Provide parents/students with standards, syllabus, and contact information.
- Review the course outline and ensure the standards are covered and that there is adequate rigor.
- Provide students and parents with feedback as necessary.
- Create a pacing guide for the year for the parent and student to utilize. This pacing guide will include due dates for assignments.

- Work with academic supervisors for final approval on personalized courses.
- Review completed coursework and make final grade determination.

**Education:**

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

**Experience:**

At Least 10+ years directly related experience.

**Use of Computer Technology:**

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

**Physical Demands:**

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

**Work Environment:**

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

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

**Employee Acknowledgement:**

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Employee Signature

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Printed Name

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Date



## Lucerne Reoccurring Contracts 22/23 School Year

Company	Type of Service	Charter	Annual Fiscal Impact
Diligent (BoardEffect)	Business Services	Lucerne	\$ 4,892.50
Sage Intacct	Business Services	Lucerne	\$ 4,300.00
Bill.com	Business Services	Lucerne	\$ 8,067.60
OPS	Purchasing System	Lucerne	\$ 10,879.40
Rosetta Stone	Foreign Languages	Lucerne	\$ 2,500.00
Scantron	Testing	Lucerne	\$ 2,500.00
FlipSwitch Marketing Inc.	Marketing	Lucerne	\$ 80,000.00
Strongmind	Curriculum	Lucerne	\$ 220,000.00
Waisman Consulting	Special Ed Services	Lucerne	\$ 400,000.00
Blank Rome	Legal Fees	Lucerne	\$ 25,000.00
Hatch & Cesario	Legal Fees (SPED)	Lucerne	\$ 15,000.00
Parent Square Inc	Technology Services, Educational	Lucerne	\$ 3,300.00

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

<b>Partner Name</b>	<b>Description of Services</b>	<b>Link to EAA VCI 2021-2022 Applications</b>
Carole Lynne Dance Studio	Dance Classes	<a href="#">Carole Lynne Dance Studio_EAA VCI 21-22 application</a>
Tverdovsky Pro Hockey Inc.	Skill development sessions (dryland and on ice training)	<a href="#">Tverdovsky Pro Hockey Inc_EAA VCI 22-23 application</a>
D-Bat Temecula	Baseball/Softball Lessons	<a href="#">D-Bat Temecula_EAA VCI 22-23 application</a>



Date of Offer: May 18, 2022

Assignment Offered: Temporary Community Relations Clerk

Candidate Name: [REDACTED]

Candidate Address: [REDACTED]

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 Kelsey Elliott (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 June 1, 2022, and continue until December 31, 2022.
- This offer of employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States [I-9].
- 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 Community Relations 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 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

DocuSigned by:  
*MEGHAN FREEMAN* 5/19/2022  
A4137E406BF5494...  
Meghan Freeman -CEO Date

AGREED TO AND ACCEPTED BY:

 5/19/2022  
Date

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.
  - Payments to the Temp shall be subject to employer withholding.



**Temporary Part-Time Community Relations Clerk  
Job Description**

**Job Title:** Temporary Part-Time Community Relations Clerk  
**Department:** Community Relations  
**Reports To:** Director of Community Relations (or designee)  
**FLSA Classification:** Non-Exempt  
**Classification:** Classified  
**Pay Range:** \$18-\$25 per hour  
**Work Schedule:** Temporary (approximately 4 hours per day)  
**Location:** Onsite Office (Temecula)

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**Position Summary:** *The Temporary Part-Time Community Relations Clerk position assists the team in overseeing the clerical and technical duties related to community partner approvals, maintaining supplies, curriculum and equipment. This position assists with keeping track of all products and supplies, ensuring that stock is organized, and assists in the unloading and processing of deliveries, packing and shipping inventory and ensures that company inventory remains balanced, restocks supplies, assists in maintaining inventory records, and provides customer assistance.*

**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

### **Shipping and Inventory Responsibilities:**

- Monitors and maintains current inventory levels; processes purchase orders as required; track orders and investigates problems.
- Records purchases, maintains a database, performs physical count of inventory, and reconciles actual stock count to computer-generated reports.
- Receives, and unpack items delivered; 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 up items for shipping and creates shipping labels.
- Perform 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.
- Maintain safety while using equipment and tools.
- Notify the Director (or designee) of replenishment of inventory.
- Perform miscellaneous job-related duties as assigned.

### **Community Partners Responsibilities:**

- Prepare and send out community partner applications to prospective partners.
- Update community partner packet yearly and send a letter that includes any update to all current partners.
- Receives community partner requests and completes the process for approvals; communicates with community partners; tracks process on spreadsheet; and input in database.
- Create an Online Purchasing System (OPS) accounts for all approved and cleared partners, ensuring each community partner descriptions are accurate and complete.
- Answers community partners' questions and calls regarding payment positively and supportively.
- Assists community partners with electronic invoicing procedures.
- Responds proactively to community partner inquiries and follow up on unpaid invoices in a timely manner.
- Assist as needed, with a variety of technical duties related to the purchasing of services, supplies and equipment; assure purchasing activities comply with established guidelines and regulations.
- Assist as needed, 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.
- Assist as needed, with initiating and receiving 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.

**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, times may vary.
- 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:**

- 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.
- Operation of a computer and assigned software.
- 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.

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**Employee Acknowledgement:**

[Redacted Signature]

5/19/2022

Employee Signature

Printed Name

Date



**MUTUAL AGREEMENT TO ARBITRATE DISPUTES**

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

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

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

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

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

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

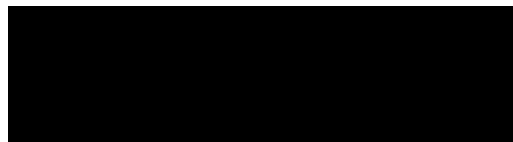
**THIS AGREEMENT IS VOLUNTARY AND EMPLOYEE WILL NOT BE FIRED OR, IN THE CASE OF A NEW HIRE, BE DENIED A JOB, FOR DECLINING TO SIGN THIS AGREEMENT.**

COMPANY:

By:

DocuSigned by:  
  
 Its: Chief Executive Officer

By:



5/19/2022

5/19/2022

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The Parties to this Confidentiality and Non-Solicitation Agreement ("Agreement") are Elite Academic Academy – Lucerne (the "School") and [REDACTED] ("Employee") (collectively referred to herein as the "Parties").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

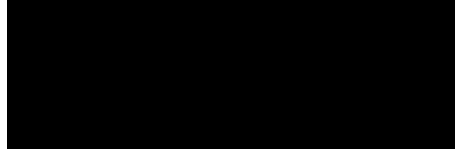
Employee further agrees that signing this Agreement is a condition of his/her employment with the School and payment therefore, which he/she understood before accepting employment with the School.

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

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

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

Date: 5/19/2022



Date: 5/19/2022

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





Date of Offer: May 31, 2022

Assignment Offered: Temporary Community Relations Clerk

Candidate Name: [REDACTED]

Candidate Address: [REDACTED]

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 [REDACTED] (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 June 6, 2022, and continue until August 31, 2022.
- This offer of employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States [I-9].
- 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 Community Relations 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 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


5/31/2022  
 Meghan Freeman -CEO Date

AGREED TO AND ACCEPTED BY:

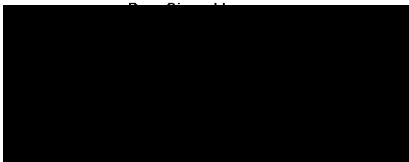

5/31/2022  
Date

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.
  - Payments to the Temp shall be subject to employer withholding.



**Temporary Part-Time Community Relations Clerk  
Job Description**

**Job Title:** Temporary Part-Time Community Relations Clerk  
**Department:** Community Relations  
**Reports To:** Director of Community Relations (or designee)  
**FLSA Classification:** Non-Exempt  
**Classification:** Classified  
**Pay Range:** \$18-\$25 per hour  
**Work Schedule:** Temporary (approximately 4 hours per day)  
**Location:** Onsite Office (Temecula)

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**Position Summary:** *The Temporary Part-Time Community Relations Clerk position assists the team in overseeing the clerical and technical duties related to community partner approvals, maintaining supplies, curriculum and equipment. This position assists with keeping track of all products and supplies, ensuring that stock is organized, and assists in the unloading and processing of deliveries, packing and shipping inventory and ensures that company inventory remains balanced, restocks supplies, assists in maintaining inventory records, and provides customer assistance.*

**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

### **Shipping and Inventory Responsibilities:**

- Monitors and maintains current inventory levels; processes purchase orders as required; track orders and investigates problems.
- Records purchases, maintains a database, performs physical count of inventory, and reconciles actual stock count to computer-generated reports.
- Receives, and unpack items delivered; 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 up items for shipping and creates shipping labels.
- Perform 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.
- Maintain safety while using equipment and tools.
- Notify the Director (or designee) of replenishment of inventory.
- Perform miscellaneous job-related duties as assigned.

### **Community Partners Responsibilities:**

- Prepare and send out community partner applications to prospective partners.
- Update community partner packet yearly and send a letter that includes any update to all current partners.
- Receives community partner requests and completes the process for approvals; communicates with community partners; tracks process on spreadsheet; and input in database.
- Create an Online Purchasing System (OPS) accounts for all approved and cleared partners, ensuring each community partner descriptions are accurate and complete.
- Answers community partners' questions and calls regarding payment positively and supportively.
- Assists community partners with electronic invoicing procedures.
- Responds proactively to community partner inquiries and follow up on unpaid invoices in a timely manner.
- Assist as needed, with a variety of technical duties related to the purchasing of services, supplies and equipment; assure purchasing activities comply with established guidelines and regulations.
- Assist as needed, 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.
- Assist as needed, with initiating and receiving 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.

**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, times may vary.
- 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:**

- 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.
- Operation of a computer and assigned software.
- 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.

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**Employee Acknowledgement:**

	<u>5/31/2022</u>
Employee Signature	Date



**MUTUAL AGREEMENT TO ARBITRATE DISPUTES**

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

- A. Agreement to Arbitrate. Any controversy, dispute or claim (“Claim”) whatsoever between [REDACTED] (“Employee”) on the one hand, and Elite Academic Academy - Lucerne (“the Company”), or any of its current and former directors, officers, shareholders, employees, agents, representatives, or related entities (collectively “Company Parties”), on the other hand, (collectively, the “Parties”) shall be resolved by the Parties by final and binding arbitration at the request of either Party.
- B. Claims Covered. This Agreement broadly covers *any and all claims* that have existed, currently exist, and/or may arise between the Parties including, but not limited to, claims for: (a) misclassification, wages (regular or overtime), meal period and/or rest break premiums, wage statement penalties, waiting time penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied, express or written); (c) wrongful termination and/or retaliation; (d) unfair competition and/or misappropriation of trade secrets; (e) discrimination, harassment, and/or retaliation on the basis of a characteristic protected by law; and (f) any other claims arising out of or related to the employment relationship (including application for employment) or termination of the employment relationship or for violation of any federal, state, or other government law, statute, regulation, or ordinance including, without limitation, the California Labor Code, the Industrial Welfare Commission Wage Orders, the California Business and Professions Code, the Fair Labor Standards Act, California’s Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the United States and California Constitutions (collectively, “Covered Claims”).
- C. Excluded Claims. Notwithstanding the above broad scope of Covered Claims, this Agreement does not cover any claims to the extent such claims are non-arbitrable pursuant to applicable law (which are not preempted by the FAA).
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**By signing below, each party knowingly waives the right to class and collective procedures/actions and the right to trial by jury or judge for any covered claim. Each party retains all other rights, including the right to counsel, to call and cross-examine witnesses, to reasonable discovery, and to have claims addressed by an impartial factfinder.**

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

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

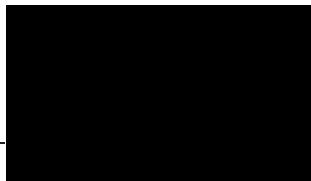
COMPANY:

By:

DocuSigned by:  
  
 Its: Chief Executive Officer

EMPLOYEE:

By:



DATED: 5/31/2022

DATED: 5/31/2022



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The Parties to this Confidentiality and Non-Solicitation Agreement ("Agreement") are Elite Academic Academy – Lucerne (the "School") and [REDACTED] ("Employee") (collectively referred to herein as the "Parties").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

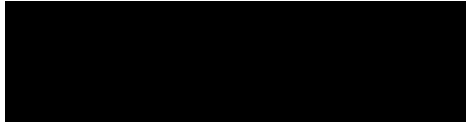
Employee further agrees that signing this Agreement is a condition of his/her employment with the School and payment therefore, which he/she understood before accepting employment with the School.

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

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

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

Date: 5/31/2022



Date: 5/31/2022

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



Date of Offer: May 19, 2022

Assignment Offered: Temporary Part-Time Instructional Aide

Candidate Name: [REDACTED]

Candidate Address: [REDACTED]

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 Jaclyn Hutchins (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 June 20, 2022, and continue until August 9, 2022.
- This offer of employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States [I-9], and background (Livescan) clearance.
- 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 in 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

DocuSigned by:  
**MEGHAN FREEMAN**                      5/20/2022  
A4137E406BF5494...  
\_\_\_\_\_  
Meghan Freeman -CEO                      Date

AGREED TO AND ACCEPTED BY:

                      5/20/2022  
\_\_\_\_\_  
Date

Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- **COMPENSATION.**
  - The Temp shall be entitled to receive an hourly rate of \$18.00 (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.
  - 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

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**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.

*Temporary Year-Round Instructional Aide Job Description*  
*Board Approved May 06, 2021*

- 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.

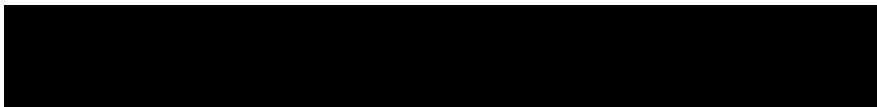
- Office environment.
- Work remotely.
- Noise level is generally moderate.
- Work conducted in a public setting.
- Indoor and outdoor in varying temperatures.
- Employee must have available transportation and be able to drive up to 100 miles in a day.

**Hazards:**

- Contact with dissatisfied individuals

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**Employee Acknowledgement:**



5/20/2022

Date



**MUTUAL AGREEMENT TO ARBITRATE DISPUTES**

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

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

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

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

DocuSigned by:  
**MEGHAN FREEMAN**  
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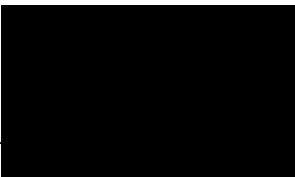
By:

Its: Chief Executive Officer

5/20/2022

DATED:

EMPLOYEE:



By:

5/20/2022

DATED:



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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

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

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

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

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



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

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

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

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

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

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

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


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

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

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

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

Date: 5/20/2022 \_\_\_\_\_ N 

Date: 5/20/2022 \_\_\_\_\_  
By: \_\_\_\_\_   
Its: Chief Executive Officer



Date of Offer: May 20, 2022

Assignment Offered: Temporary Part-Time Instructional Aide

Candidate Name: [REDACTED]

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 Hannah Makkai (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 June 20, 2022, and continue until August 1, 2022.
- This offer of employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States [I-9], and background (Livescan) clearance.
- 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 in 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

DocuSigned by:  
**MEGHAN FREEMAN** 5/20/2022  
A4137E406BF5494...  
Meghan Freeman -CEO Date

AGREED TO AND ACCEPTED BY:

 5/21/2022  
Date

Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- **COMPENSATION.**
  - The Temp shall be entitled to receive an hourly rate of \$18.00 (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.
  - Payments to the Temp shall be subject to employer withholding.



## Temporary Year-Round Instructional Aide

### *Job Description*

<b>Position Title:</b>	Temporary Year-Round Instructional Aide
<b>Reports To:</b>	Teacher of Record
<b>FLSA Status:</b>	Non-Exempt
<b>School Classification:</b>	Classified
<b>Pay Range:</b>	\$15-\$18 per hour
<b>Work Schedule:</b>	Varies
<b>Location:</b>	Remote

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**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.

*Temporary Year-Round Instructional Aide Job Description  
Board Approved May 06, 2021*

- 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

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**Employee Acknowledgement:**

DocuSigned by:  
  
Employee Signature

  
Printed Name

\_\_\_\_\_  
5/21/2022  
Date



**MUTUAL AGREEMENT TO ARBITRATE DISPUTES**

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

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



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

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

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

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

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

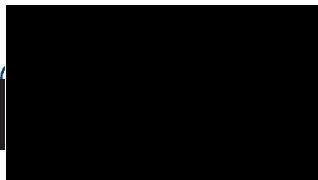
COMPANY:

By:

DocuSigned by:  
**MEGHAN FREEMAN**  
A4137E406BF5494...  
 Its: Chief Executive Officer

EMPLOYEE

By:



DATED: 5/20/2022

DATED: 5/21/2022



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The Parties to this Confidentiality and Non-Solicitation Agreement ("Agreement") are Elite Academic Academy – Lucerne (the "School") and [REDACTED] ("Employee") (collectively referred to herein as the "Parties").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: 5/21/2022



Date: 5/20/2022

By: MEGHAN FREEMAN  
Its: Chief Executive Officer

DocuSigned by:  
A4137E406BF5494...



Date of Offer: May 20, 2022

Assignment Offered: Temporary Part-Time Instructional Aide

Candidate Name: [REDACTED]

Candidate Address: [REDACTED]

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 [REDACTED] (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 June 20, 2022, and continue until August 9, 2022.
- This offer of employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States [I-9], and background (Livescan) clearance.
- 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 in 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

DocuSigned by:  
**MEGHAN FREEMAN** 5/20/2022  
A4137E406BF5494...  
\_\_\_\_\_  
Meghan Freeman -CEO Date

AGREED TO AND ACCEPTED BY:

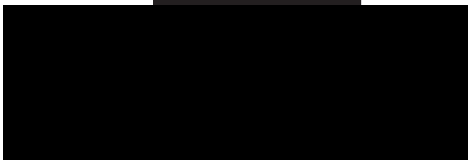
 5/21/2022  
\_\_\_\_\_  
Date

Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- COMPENSATION.
  - The Temp shall be entitled to receive an hourly rate of \$18.00 (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.
  - Payments to the Temp shall be subject to employer withholding.





## Temporary Year-Round Instructional Aide

### *Job Description*

<b>Position Title:</b>	Temporary Year-Round Instructional Aide
<b>Reports To:</b>	Teacher of Record
<b>FLSA Status:</b>	Non-Exempt
<b>School Classification:</b>	Classified
<b>Pay Range:</b>	\$15-\$18 per hour
<b>Work Schedule:</b>	Varies
<b>Location:</b>	Remote

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**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.

*Temporary Year-Round Instructional Aide Job Description*

*Board Approved May 06, 2021*

- 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

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**Employee Acknowledgement:**

[Redacted Signature]

5/21/2022

Employee Signature

Printed Name

Date



**MUTUAL AGREEMENT TO ARBITRATE DISPUTES**

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

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

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

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

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

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

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

COMPANY:

DocuSigned by:

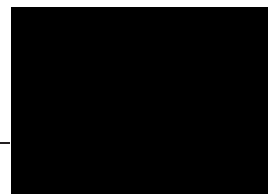
**MEGHAN FREEMAN**

EMPLOYEE:

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

Its: Chief Executive Officer

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



5/20/2022

5/21/2022

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The Parties to this Confidentiality and Non-Solicitation Agreement ("Agreement") are Elite Academic Academy – Lucerne (the "School") and [REDACTED] ("Employee") (collectively referred to herein as the "Parties").

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

Date: 5/21/2022



Date: 5/20/2022

By: MEGHAN FREEMAN  
Its: Chief Executive Officer

DocuSigned by:  
A4137E406BF5494...



Date of Offer: May 25, 2022

Assignment Offered: Temporary Content Teacher

Candidate Name: [REDACTED]

It is our pleasure to offer you a temporary position with 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 [REDACTED] (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 June 27, 2022, and continue until August 9, 2022; with mandatory training June 27, 2022 through June 29, 2022.
- This offer of employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States [I-9], and successful completion of all background (Livescan) checks.
- 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 Temporary Content Teacher (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 (see below for details) provided that ordinary working hours shall not exceed 40 hours per week, unless agreed upon by the School.
  - **Note:** Your authorized hours, per week, will be determined by the number of students you are assigned; and will be confirmed by your direct supervisor. The hours are as follows:
    - 40 hours: 80 students and over
    - 35 hours: 70-79 students

- 30 hours: 60-69 students
- 25 hours: 50-59 students
- 20 hours: 40-49 students
- 15 hours: 30-39 students
- 10 hours: 20-29 students
- 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.
- 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 County, 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

DocuSigned by:  
 5/25/2022  
 A4137E406BF5494...  
 Meghan Freeman - CEO Date

AGREED TO AND ACCEPTED BY:

 5/26/2022  
 Date

Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- COMPENSATION.
  - The Temp shall be entitled to receive an hourly rate of \$41.88 (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.
  - Payments to the Temp shall be subject to employer withholding.
  - STRS: Certificated Teacher shall be subject to STRS.



## Temporary Content Teacher Job Description

<b>Job Title:</b>	Temporary Content Teacher
<b>Department:</b>	Credentialed Teacher
<b>Reports To:</b>	Director of designated Academy (or Academic Administrator)
<b>FLSA Status:</b>	Non-Exempt (for Part-Time hourly)/Exempt (for Full-Time salary)
<b>Job Classification:</b>	Certificated Part-Time or Full-Time
<b>Pay Range:</b>	Hourly for Part-Time/Salary for Full-Time (rates depending on experience)
<b>Position Location:</b>	Remote Office, but may require in-person meeting with groups of students 1-2 days a week

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### Position Summary:

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

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

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

**General skills:**

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

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

**Content Teacher:**

- Initial setup and preparation of their courses.
- Develop and deliver weekly live sessions that help students develop content mastery, and take attendance at live sessions for compliance purposes.
- Provide students with syllabus, pacing guide with due dates for assignments, and assessments.
- Offer office hours and tutoring opportunities for students.
- Review completed coursework and make final grade determination.
- Provide students and parents with feedback in a timely manner

**Education:**

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

**Experience:**

Two (2) years directly related experience.

**Use of Computer Technology:**

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

**Physical Demands:**

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

**Work Environment:**

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

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

---

**Employee Acknowledgement:**

DocuSigned by:



5/26/2022

Employee Signature

Printed Name

Date



**MUTUAL AGREEMENT TO ARBITRATE DISPUTES**

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

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



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

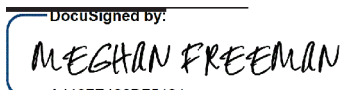
- G. Place of Arbitration. Arbitration shall take place before a neutral arbitrator within 45 miles of where Employee is or was last employed by the Company.
- H. Discovery. The Parties shall be entitled to conduct reasonable discovery, including, without limitation, conducting depositions of and requesting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

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

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

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

COMPANY:

DocuSigned by:  
  
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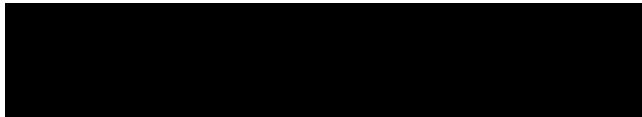
By:

Its: Chief Executive Officer

5/25/2022

DATED:

By:



5/26/2022

DATED:



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The Parties to this Confidentiality and Non-Solicitation Agreement ("Agreement") are Elite Academic Academy-Lucerne (the "School") and [REDACTED] ("Employee") (collectively referred to herein as the "Parties").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

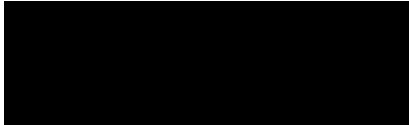
Employee further agrees that signing this Agreement is a condition of his/her employment with the School and payment therefore, which he/she understood before accepting employment with the School.

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

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

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

Date: 5/26/2022



Date: 5/25/2022

By: MEGHAN FREEMAN  
Its: Chief Executive Officer

# EAA 2022/2023 Staffing Calendar – Temporary Year – Round Employees

JUNE							JULY							AUGUST							Important Dates	
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	6/22	6/27
		1	2	3	4							1	2		1	2	3	4	5	6	Contract Start Date (Temp TOR)	Contract Start Date (Content Teach
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	Contract Start Date (Content Teach	Contract Start Date (Temp TOR)
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	First Day of School (Year-Round)	Contract Start Date (Temp TOR)
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	Independence Day Holiday	Contract Start Date (Temp TOR)
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30	31			Last Day of First LP - Year Round	Contract Start Date (Temp TOR)	
31							31													Contract End Date	Contract Start Date (Temp TOR)	

**Key**

- Contract Start Date (Temp TORs)
- Contract Start Date (Temp Content Teachers)
- First & Last Day of the Learning Period
- Holiday
- Professional Development Days
- Contract End Date



Board Approved March 03, 2022





Date of Offer: May 31, 2022

Assignment Offered: Temporary Content Teacher

Candidate Name: [REDACTED]

Candidate Address: [REDACTED]

It is our pleasure to offer you a temporary position with 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 [REDACTED] (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:

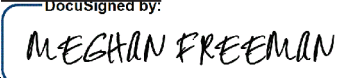
- The term of this Temporary Employment Contract shall commence on June 27, 2022, and continue until August 9, 2022; with mandatory training June 27, 2022 through June 29, 2022.
- This offer of employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States [I-9], and successful completion of all background (Livescan) checks.
- 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 Temporary Content Teacher (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 (see below for details) provided that ordinary working hours shall not exceed 40 hours per week, unless agreed upon by the School.
  - **Note:** Your authorized hours, per week, will be determined by the number of students you are assigned; and will be confirmed by your direct supervisor. The hours are as follows:
    - 40 hours: 80 students and over
    - 35 hours: 70-79 students



- 30 hours: 60-69 students
- 25 hours: 50-59 students
- 20 hours: 40-49 students
- 15 hours: 30-39 students
- 10 hours: 20-29 students
- 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.
- 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 County, 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

DocuSigned by:  
  
 A4137E406BF5494...  
 Meghan Freeman - CEO

5/31/2022  
 \_\_\_\_\_  
 Date

AGREED TO AND ACCEPTED BY:



5/31/2022  
 \_\_\_\_\_  
 Date

Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- COMPENSATION.
  - The Temp shall be entitled to receive an hourly rate of \$41.88 (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.
  - Payments to the Temp shall be subject to employer withholding.
  - STRS: Certificated Teacher shall be subject to STRS.



## Temporary Content Teacher Job Description

<b>Job Title:</b>	Temporary Content Teacher
<b>Department:</b>	Credentialed Teacher
<b>Reports To:</b>	Director of designated Academy (or Academic Administrator)
<b>FLSA Status:</b>	Non-Exempt (for Part-Time hourly)/Exempt (for Full-Time salary)
<b>Job Classification:</b>	Certificated Part-Time or Full-Time
<b>Pay Range:</b>	Hourly for Part-Time/Salary for Full-Time (rates depending on experience)
<b>Position Location:</b>	Remote Office, but may require in-person meeting with groups of students 1-2 days a week

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### Position Summary:

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

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

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

**General skills:**

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

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

**Content Teacher:**

- Initial setup and preparation of their courses.
- Develop and deliver weekly live sessions that help students develop content mastery, and take attendance at live sessions for compliance purposes.
- Provide students with syllabus, pacing guide with due dates for assignments, and assessments.
- Offer office hours and tutoring opportunities for students.
- Review completed coursework and make final grade determination.
- Provide students and parents with feedback in a timely manner

**Education:**

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

**Experience:**

Two (2) years directly related experience.

**Use of Computer Technology:**

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

**Physical Demands:**

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


**Work Environment:**

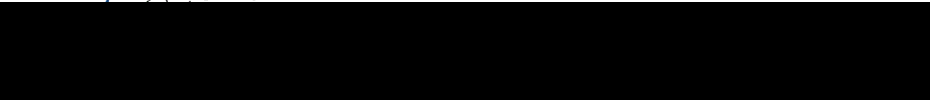
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment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

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

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**Employee Acknowledgement:**

 DocuSigned by:



5/31/2022

\_\_\_\_\_  
Date



**MUTUAL AGREEMENT TO ARBITRATE DISPUTES**

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

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

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

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

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

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

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

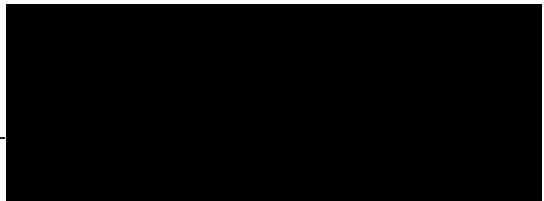
COMPANY:

DocuSigned by:  
  
 A4137E406BF5494...

By:

Its: Chief Executive Officer  
5/31/2022

By:



DATED:

DATED:



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The Parties to this Confidentiality and Non-Solicitation Agreement ("Agreement") are Elite Academic Academy – Lucerne (the "School") and [REDACTED] ("Employee") (collectively referred to herein as the "Parties").

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

Date: 5/31/2022



Date: 5/31/2022

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

# EAA 2022/2023 Staffing Calendar – Temporary Year – Round Employees

JUNE							JULY							AUGUST							Important Dates					
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	6/22	6/27	7/1	7/4	8/6	8/9
		1	2	3	4								1	2	3	4	5	6	1	Contract Start Date (Temp TOR)						
5	6	7	8	9	10	11	3	4	5	6	7	8	9	10	11	12	13	2	Contract Start Date (Content Teacher)							
12	13	14	15	16	17	18	10	11	12	13	14	15	16	17	18	19	20	3	First Day of School (Year-Round)							
19	20	21	22	23	24	25	17	18	19	20	21	22	23	24	25	26	27	4	Independence Day Holiday							
26	27	28	29	30			24	25	26	27	28	29	30	31					Last Day of First LP - Year Round							
31							31												Contract End Date							

**Key**

- Contract Start Date (Temp TORs)
- Contract Start Date (Temp Content Teachers)
- First & Last Day of the Learning Period
- Holiday
- Professional Development Days
- Contract End Date



Board Approved March 03, 2022



5/31/2022



Date of Offer: May 31, 2022

Assignment Offered: Temporary Content Teacher

Candidate Name: [REDACTED]

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 Bert Esposito (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 June 27, 2022, and continue until August 9, 2022; with mandatory training June 27, 2022 through June 29, 2022.
- This offer of employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States [I-9], and successful completion of all background (Livescan) checks.
- 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 Temporary Content Teacher (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 (see below for details) provided that ordinary working hours shall not exceed 40 hours per week, unless agreed upon by the School.
  - **Note:** Your authorized hours, per week, will be determined by the number of students you are assigned; and will be confirmed by your direct supervisor. The hours are as follows:
    - 40 hours: 80 students and over
    - 35 hours: 70-79 students

- 30 hours: 60-69 students
- 25 hours: 50-59 students
- 20 hours: 40-49 students
- 15 hours: 30-39 students
- 10 hours: 20-29 students
- 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.
- 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 Diego County, 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

DocuSigned by:  
 5/31/2022  
 A4137E406BF5494...  
 Meghan Freeman - CEO Date

AGREED TO AND ACCEPTED BY:

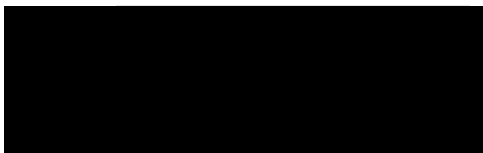
 6/2/2022  
 Date

Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- COMPENSATION.
  - The Temp shall be entitled to receive an hourly rate of \$41.88 (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.
  - Payments to the Temp shall be subject to employer withholding.
  - STRS: Certificated Teacher shall be subject to STRS.



## Temporary Content Teacher Job Description

<b>Job Title:</b>	Temporary Content Teacher
<b>Department:</b>	Credentialed Teacher
<b>Reports To:</b>	Director of designated Academy (or Academic Administrator)
<b>FLSA Status:</b>	Non-Exempt (for Part-Time hourly)/Exempt (for Full-Time salary)
<b>Job Classification:</b>	Certificated Part-Time or Full-Time
<b>Pay Range:</b>	Hourly for Part-Time/Salary for Full-Time (rates depending on experience)
<b>Position Location:</b>	Remote Office, but may require in-person meeting with groups of students 1-2 days a week

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### Position Summary:

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

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

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

**General skills:**

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

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

**Content Teacher:**

- Initial setup and preparation of their courses.
- Develop and deliver weekly live sessions that help students develop content mastery, and take attendance at live sessions for compliance purposes.
- Provide students with syllabus, pacing guide with due dates for assignments, and assessments.
- Offer office hours and tutoring opportunities for students.
- Review completed coursework and make final grade determination.
- Provide students and parents with feedback in a timely manner



**Education:**

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

**Experience:**

Two (2) years directly related experience.

**Use of Computer Technology:**

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

**Physical Demands:**

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

**Work Environment:**

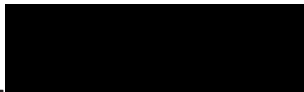
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment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

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

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**Employee Acknowledgement:**

DocuSigned by:  


6/2/2022

Employee Signature                      Printed Name                      Date



**MUTUAL AGREEMENT TO ARBITRATE DISPUTES**

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

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

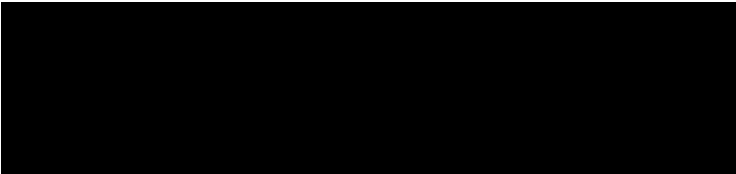
**By signing below, each party knowingly waives the right to class and collective procedures/actions and the right to trial by jury or judge for any covered claim. Each party retains all other rights, including the right to counsel, to call and cross-examine witnesses, to reasonable discovery, and to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

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

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

COMPANY:

By: MEGHAN FREEMAN  
Its: Chi A4137E406BF5494



DATED: 5/31/2022

By: \_\_\_\_\_  
DATED: 6/2/2022



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The Parties to this Confidentiality and Non-Solicitation Agreement ("Agreement") are Elite Academic Academy – Lucerne (the "School") and [REDACTED] ("Employee") (collectively referred to herein as the "Parties").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

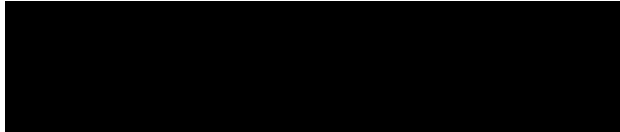
Employee further agrees that signing this Agreement is a condition of his/her employment with the School and payment therefore, which he/she understood before accepting employment with the School.

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

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

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

Date: 6/2/2022



Date: 5/31/2022

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




# EAA 2022/2023 Staffing Calendar – Temporary Year – Round Employees

EAA 2022/2023 Staffing Calendar – Temporary Year – Round Employees																										
JUNE					JULY					AUGUST					Important Dates											
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	6/22	6/27	7/1	7/4	8/6	8/9
		1	2	3	4						1	2			1	2	3	4	5	6	1	Contract Start Date (Temp TOR)				
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	2	Contract Start Date (Content Teacher)				
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	3	First Day of School (Year-Round)				
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	4	Independence Day Holiday				
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30	31					Last Day of First LP - Year Round				
31							31															Contract End Date				

Key	Contract Start Date (Temp TORs)	Contract Start Date (Temp Content Teachers)	First & Last Day of the Learning Period	Holiday	Professional Development Days	Contract End Date
[Green]						
[Orange]						
[Yellow]						
[Cyan]						
[Purple]						



Board Approved March 03, 2022



## AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

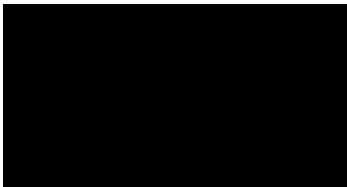
and

Name: [REDACTED]

in the position of

Title: Teacher of Record - Homeschool

May 18, 2022



We are pleased to offer you the position of full-time exempt Teacher of Record - Homeschool with Elite Academic Academy - Lucerne (the "School") commencing August 8, 2022, including 2 Professional Development days (August 18 and 19, 2022). We are delighted you chose to join the team and are confident you will enjoy it here. The purpose of this letter is to summarize the terms of your employment with the School as set forth in this At-Will Employment Agreement (the "Agreement"), should you accept our offer. This offer of employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks.

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

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

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

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

4. Compensation. Due to funding uncertainties generally, and more specifically associated with the School’s required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum annual salary of \$73,365 (or \$6,669.55 per month, for 11 months - August 2022 through June 2023), less applicable withholdings, for **201 days** of work (\$365/day) (see calendar attached) including 2 days of Professional Development (see above), which amount may be adjusted upward during or at the conclusion of the academic year by the School’s governing board in its sole discretion. You will also receive a stipend of \$150.00 a month for travel and mileage (in lieu of mileage reimbursement), along with a \$125 monthly stipend in honor of your Master’s degree. You will be paid once a month on, or before, the 26<sup>th</sup> of each month. Salary increases and annual bonuses may be awarded at the end of each calendar year, at the sole and absolute discretion of the CEO, based upon, among other things, your performance and the School’s overall performance during the calendar year.

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

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

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

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

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

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

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

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

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

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

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

Sincerely \_\_\_\_\_  
DocuSigned by:

*Meghan Freeman*

A4137E406BF5494...  
Meghan Freeman  
CEO

Date: 5/18/2022 \_\_\_\_\_

AGREED TO AND ACCEPTED BY:

Employee: [Redacted]

DocuSigned by:

[Redacted Signature]

Date: 5/19/2022 \_\_\_\_\_



## Teacher of Record - Homeschool

### *Job Description*

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

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### **Position Summary:**

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

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

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

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

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

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

**General Skills:**

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

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

**Professional Support:**

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

**Responsibilities:**

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

**Paperwork and Documentation:**

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

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

**Advice and Support:**

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

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

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

**Other Duties**



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

**Use of Computer Technology:**

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

**Physical Demands:**

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

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

**Work Environment:**

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

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

**Employee Acknowledgement:**

[Redacted Signature]

5/19/2022

Employee Signature

Printed Name

Date



**MUTUAL AGREEMENT TO ARBITRATE DISPUTES**

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

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

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

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

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

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

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

COMPANY:

DocuSigned by:

E

By:

*Meghan Freeman*

By:



Its: Chief Executive Officer

5/18/2022

DATED:

DATED:



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The Parties to this Confidentiality and Non-Solicitation Agreement ("Agreement") are Elite Academic Academy - Lucerne (the "School") and [REDACTED] ("Employee") (collectively referred to herein as the "Parties").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



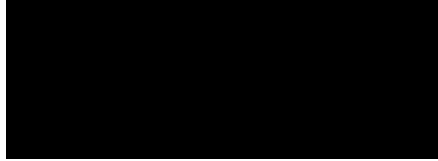
Employee further agrees that signing this Agreement is a condition of his/her employment with the School and payment therefore, which he/she understood before accepting employment with the School.

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

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

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

5/19/2022  
Date: \_\_\_\_\_



5/18/2022  
Date: \_\_\_\_\_

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

# EAA 2022/2023 Staffing Calendar - 201 Day (12 month) Employees (New Hire)

JULY		AUGUST		SEPTEMBER		OCTOBER		Important Dates																					
S	M	T	W	T	F	S	S	S	M	T	W	T	F	S	S	S	7/1	First Day of School (Year-Round)											
	1	2					1	2	3	1							7/4	Independence Day Holiday											
3	4	5	6	7	8	9	7	8	9	10	11	12	13			2	3	4	5	6	7	8	8/8	Contract Start Date					
10	11	12	13	14	15	16	14	15	16	17	18	19	20			9	10	11	12	13	14	15	8/29	First Day of School (Traditional)					
17	18	19	20	21	22	23	21	22	23	24	25	26	27			16	17	18	19	20	21	22	9/5	Labor Day Holiday					
24	25	26	27	28	29	30	28	29	30	31						23	24	25	26	27	28	29	11/11	Veteran's Day Holiday					
31																30	31						11/21 - 11/25	Thanksgiving Break					
																		12/19 - 1/6	Winter Break										
																		1/16	MLK Day Holiday										
																		2/17 - 2/20	Presidents' Day Weekend										
																		3/13 - 3/17	Spring Break										
																		5/29	Memorial Day										
																		6/13	Last Day of School - Traditional										
																		6/14	Last Day of School - Year Round										
																		6/30	Contract End Date										

NOVEMBER		DECEMBER		JANUARY		FEBRUARY		Key										
S	M	T	W	T	F	S	S	S	M	T	W	T	F	S	S	S	1/16 <th>MLK Day Holiday </th>	MLK Day Holiday
																	2/17 - 2/20	Presidents' Day Weekend
																	3/13 - 3/17	Spring Break
																	5/29	Memorial Day
																	6/13	Last Day of School - Traditional
																	6/14	Last Day of School - Year Round
																	6/30	Contract End Date

MARCH		APRIL		MAY		JUNE													
S	M	T	W	T	F	S	S	S	M	T	W	T	F	S	S	S	S	S	



Pending Board Approval

# Elite Academic Academy 2022/2023 Staffing Calendar - Payroll

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



Board Approved March 03, 2022





AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

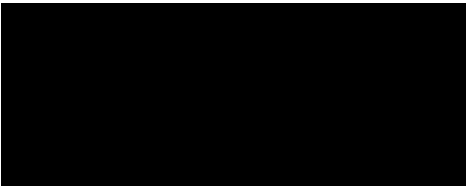
and

Name: [REDACTED]

in the position of

Title: Teacher of Record - Homeschool

May 18, 2022



We are pleased to offer you the position of full-time exempt Teacher of Record - Homeschool with Elite Academic Academy - Lucerne (the "School") commencing August 8, 2022, including 2 Professional Development days (August 18 and 19, 2022). We are delighted you chose to join the team and are confident you will enjoy it here. The purpose of this letter is to summarize the terms of your employment with the School as set forth in this At-Will Employment Agreement (the "Agreement"), should you accept our offer. This offer of employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks.

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

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

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

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

4. Compensation. Due to funding uncertainties generally, and more specifically associated with the School’s required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum annual salary of \$67,335 (or \$6,121.36 per month, for 11 months - August 2022 through June 2023), less applicable withholdings, for **201 days** of work (\$335/day) (see calendar attached) including 2 days of Professional Development (see above), which amount may be adjusted upward during or at the conclusion of the academic year by the School’s governing board in its sole discretion. You will also receive a stipend of \$150.00 a month for travel and mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26<sup>th</sup> of each month. Salary increases and annual bonuses may be awarded at the end of each calendar year, at the sole and absolute discretion of the CEO, based upon, among other things, your performance and the School’s overall performance during the calendar year.

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

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

Date: 5/18/2022

AGREED TO AND ACCEPTED BY:

Employee: [Redacted]

DocuSigned by:  
[Redacted]  
Date: 5/18/2022



## Teacher of Record - Homeschool

### *Job Description*

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

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### **Position Summary:**

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

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

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

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

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

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

**General Skills:**

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

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

**Professional Support:**

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



**Responsibilities:**

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

**Paperwork and Documentation:**

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

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

**Advice and Support:**

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

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

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

**Other Duties**

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

**Use of Computer Technology:**

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

**Physical Demands:**

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

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

**Work Environment:**

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

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

**Employee Acknowledgement:**

[Redacted Signature]

[Redacted Name]

5/18/2022

Printed Name

Date



**MUTUAL AGREEMENT TO ARBITRATE DISPUTES**

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

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





CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The Parties to this Confidentiality and Non-Solicitation Agreement ("Agreement") are Elite Academic Academy - Lucerne (the "School") and [REDACTED] ("Employee") (collectively referred to herein as the "Parties").

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

Date: 5/18/2022



Date: 5/18/2022

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

# EAA 2022/2023 Staffing Calendar - 201 Day (12 month) Employees (New Hire)

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



# Elite Academic Academy 2022/2023 Staffing Calendar - Payroll

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



Board Approved March 03, 2022

5/18/2022



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

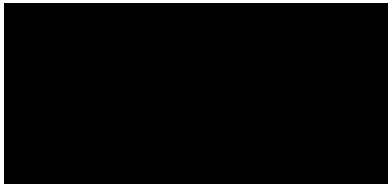
and

Name: [REDACTED]

in the position of

Title: Teacher of Record - Flex

May 11, 2022



We are pleased to offer you the position of full-time exempt Teacher of Record - Flex with Elite Academic Academy - Lucerne (the "School") commencing June 20, 2022, including 2 Professional Development days (August 18 and 19, 2022). We are delighted you chose to join the team and are confident you will enjoy it here. The purpose of this letter is to summarize the terms of your employment with the School as set forth in this At-Will Employment Agreement (the "Agreement"), should you accept our offer. This offer of employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks.

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

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

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

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

4. Compensation. Due to funding uncertainties generally, and more specifically associated with the School’s required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum annual salary of \$80,665 (or \$6,722 per month) less applicable withholdings, for 221 days of work (\$365/per day) (see 22.23 calendar attached) including 2 days of Professional Development (see above), which amount may be adjusted upward during or at the conclusion of the academic year by the School’s governing board in its sole discretion. [Note: Additionally, your pay will be prorated in the month of June 2022, and you will be paid your daily rate, for 9 working days (June 20-June 30) (please refer to the attached Year-Round calendar for professional development dates in June).

You will also receive a stipend of \$150.00 a month for travel and mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26<sup>th</sup> of each month. Salary increases and annual bonuses may be awarded at the end of each calendar year, at the sole and absolute discretion of the CEO, based upon, among other things, your performance and the School’s overall performance during the calendar year.

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

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

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

8. Equal Employment Opportunity. The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver’s license, citizenship, marital status, sex,

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

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

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

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

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

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

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

Sincerely,

DocuSigned by:  
*Meghan Freeman*

Meghan Freeman  
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CEO

5/11/2022

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

AGREED TO AND ACCEPTED BY:

Employee: [REDACTED]

[REDACTED]

5/11/2022

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





## Teacher of Record - Flex

### *Job Description*

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

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

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

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

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

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

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

### **Other Duties**

- Proctoring duties as needed during the testing season.

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

### **KNOWLEDGE AND ABILITIES:**

#### **Knowledge of:**

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

#### **Ability to:**

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

**Use of Computer Technology:**

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

**Physical Demands:**

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

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

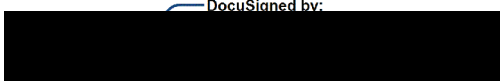
**Work Environment:**

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

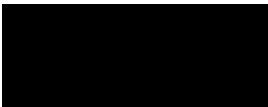
- Noise level is generally moderate
- Meetings conducted in public and private settings
- Indoor and outdoor in varying temperature
- Employee must have available transportation and be able to drive up to 100 miles in a day.

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**Employee Acknowledgement:**

DocuSigned by:  


7B151BF243D6417...  
Employee Signature



Printed Name

5/11/2022

Date



**MUTUAL AGREEMENT TO ARBITRATE DISPUTES**

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

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

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

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

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

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

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

COMPANY:

DocuSigned by:  
*Meghan Freeman*

EMPLOYEE:

By:

Its: Chief Executive Officer  
5/11/2022

By:

5/11/2

DATED:

DATED:



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The Parties to this Confidentiality and Non-Solicitation Agreement ("Agreement") are Elite Academic Academy - Lucerne (the "School") and [REDACTED] ("Employee") (collectively referred to herein as the "Parties").

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

choice (at his/her own expense) before signing it, and understands the contents of this Agreement. Employee further agrees that signing this Agreement is a condition of his/her employment with the School and payment therefore, which he/she understood before accepting employment with the School.

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

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

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

Date: 5/11/2022



Date: 5/11/2022

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

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

JULY							AUGUST							SEPTEMBER							OCTOBER							Important Dates		
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	7/1	Contract Start Date	
					1	2	1	2	3	4	5	6	1	2	3	1	1	2	3	4	5	6	7	8	7/1	First Day of School (Year-Round)				
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8	7/4	Independence Day Holiday	
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	3	9	10	11	12	13	14	15	8/29	First Day of School (Traditional)
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	4	16	17	18	19	20	21	22	9/5	Labor Day Holiday
24	25	26	27	28	29	30	28	29	30	31					25	26	27	28	29	30		23	24	25	26	27	28	29	11/11	Veteran's Day Holiday
31																					30	31						11/21 - 11/25	Thanksgiving Break	
																												12/19 - 1/6	Winter Break	
																												1/16	MLK Day Holiday	
																												2/17 - 2/20	Presidents' Day Weekend	
																												3/13 - 3/17	Spring Break	
																												5/29	Memorial Day	
																												6/13	Last Day of School - Traditional	
																												6/14	Last Day of School - Year Round	
																												6/30	Contract End Date	

NOVEMBER							DECEMBER							JANUARY							FEBRUARY							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	2/17 - 2/20	Presidents' Day Weekend
																											3/13 - 3/17	Spring Break	
																											5/29	Memorial Day	
																											6/13	Last Day of School - Traditional	
																											6/14	Last Day of School - Year Round	
																											6/30	Contract End Date	

MARCH							APRIL							MAY							JUNE							Key	
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	Contract Start and End Dates	Contract Start and End Dates
																											Contract Start and End Dates	Contract Start and End Dates	
																											First & Last Day of School	First & Last Day of School	
																											Paid Holidays (FT)	Paid Holidays (FT)	
																											Paid Flex (Non-school/contract) Days (FT)	Paid Flex (Non-school/contract) Days (FT)	
																											Professional Development Days	Professional Development Days	
																											Track A TOR/CT PD	Track A TOR/CT PD	



Board Approved March 03, 2022



5/11/2022

# EAA 2022/2023 Staffing Calendar – Temporary Year – Round Employees

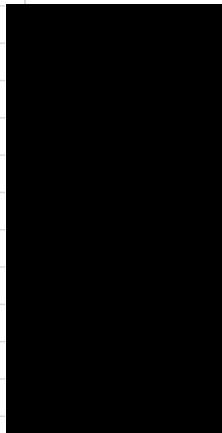
JUNE							JULY							AUGUST							Important Dates					
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	6/22	6/27	7/1	7/4	8/6	8/9
		1	2	3	4							1	2		1	2	3	4	5	6	1					
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	2					
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	3					
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	4					
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30	31									
31							31																			

**Key**

- Contract Start Date (Temp TORs)
- Contract Start Date (Temp Content Teachers)
- First & Last Day of the Learning Period
- Holiday
- Professional Development Days
- Contract End Date



Board Approved March 03, 2022



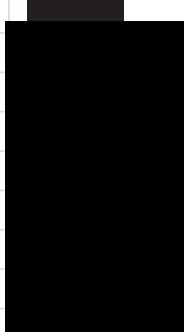
## Elite Academic Academy 2022/2023 Staffing Calendar - Payroll

JULY		AUGUST		SEPTEMBER		OCTOBER		Important Dates																	
S	M	T	W	T	F	S	S	S	M	T	W	T	F	S											
		1	2							1	2	3		1	7/4	Independence Day Holiday									
3	4	5	6	7	8	9	10	4	5	6	7	8	9	10	2	3	4	5	6	7	8	9/5	Labor Day Holiday		
10	11	12	13	14	15	16	17	11	12	13	14	15	16	17	16	17	18	19	20	21	22	11/11	Veteran's Day Holiday		
17	18	19	20	21	22	23	24	18	19	20	21	22	23	24	25	26	27	28	29	30	31	11/21 - 11/25	Thanksgiving Break		
24	25	26	27	28	29	30		25	26	27	28	29	30									12/19 - 1/6	Winter Break		
31															30	31						1/16	MLK Day Holiday		
																						2/17 - 2/20	Presidents' Day Weekend		
																						3/13 - 3/17	Spring Break		
																						5/29	Memorial Day Holiday		

MARCH		APRIL		MAY		JUNE		Key															
S	M	T	W	T	F	S	S	S	M	T	W	T	F	S									
5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	13	14	Semi-Monthly Payroll	
12	13	14	15	16	17	18	19	7	8	9	10	11	12	13	14	15	16	17	18	19	20	Monthly/Semi-Monthly Payroll	
19	20	21	22	23	24	25	26	14	15	16	17	18	19	20	21	22	23	24	25	26	27	Holidays	
26	27	28	29	30	31			21	22	23	24	25	26	27	17	18	19	20	21	22	23	24	
								23	24	25	26	27	28	29	13	28	29	30	31				
								30															



Board Approved March 03, 2022





AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

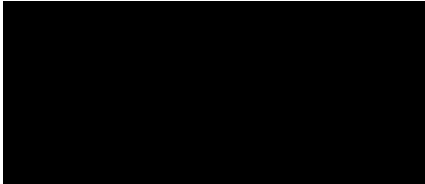
and

Name: [REDACTED]

in the position of

Title: School Psychologist

May 2, 2022



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

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

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

compensation, and benefits, as well as our personnel policies and procedures, may change from time-to-time, the “at will” nature of your employment may only be changed in a document signed by you and the CEO of the School.

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

4. Compensation. Due to funding uncertainties generally, and more specifically associated with the School’s required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum annual salary of \$128,526 (or \$11,684.18 for 11 months - August 2022 thru June 2023) less applicable withholdings, for 186 days of work (\$691/per day) (see calendar attached) including 2 days of Professional Development (see above), which amount may be adjusted upward during or at the conclusion of the academic year by the School’s governing board in its sole discretion. You will also receive a stipend of \$150.00 a month for travel and mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26<sup>th</sup> of each month. Salary increases and annual bonuses may be awarded at the end of each calendar year, at the sole and absolute discretion of the CEO, based upon, among other things, your performance and the School’s overall performance during the calendar year.

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

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

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

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



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

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

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

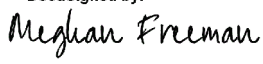
11. Entire Agreement. This Agreement and its Exhibit A, and accompanying attachments, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This Agreement may be amended only by a writing signed by both yourself and the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

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

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

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

Sincerely,

DocuSigned by:  
  
Meghan Freeman  
Meghan Freeman  
A4137E406BF5494...

Date: 5/2/2022

AGREED TO AND ACCEPTED BY:

Employee:   


Date: 5/2/2022



## School Psychologist

### *Job Description*

<b>Position Title:</b>	School Psychologist
<b>Reports To:</b>	SPED Director/Consultant, SPED Coordinator, or designee
<b>FLSA Status:</b>	Exempt
<b>School Classification:</b>	Certificated Administration
<b>Pay Range:</b>	\$100,000 - \$150,000 Based upon experience
<b>Work Schedule:</b>	12 months
<b>Location:</b>	Remote Office

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**Position Summary:** *The School Psychologist is a credentialed professional whose primary objective is the application of scientific principles of learning and behavior to address students' school-related challenges, and to facilitate the learning and social-emotional development of students. The School Psychologist is expected to deliver quality psychoeducational services that facilitate successful learning experiences for all students in accordance with the National Association of School Psychologists (NASP) professional standards and the educational philosophy and objectives of the charter school.*

**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.

- Current California license to practice psychology.
- Valid pupil personnel services credential (k-12) with special authorization in school psychology.
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.
- Proof of a clear TB Tine test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.
- Valid California Driver's License.

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

#### **Psychoeducational Services**

- **Data-based decision making, program evaluation and accountability:**
  - Use data to make empirically-based decisions, problem-solve, develop interventions, measure progress and evaluate the outcomes of programs and services.
  - Administer and interpret psychoeducational assessments (including current assessment instruments for autism and dyslexia) of students for special education eligibility and placement, educational recommendations, reevaluation, and educational needs.
  - Conduct and present legally defensible special education evaluations.
  - Complete comprehensive psychoeducational assessments.
  - Observe students in the instructional setting and in other school environments.
  - Develop targeted behavior and academic intervention plans.
  - Compile monthly accountability data.
  
- **Consultation and Collaboration:**
  - Collaborate effectively with teachers, specialists, administrators, parents, and outside service providers to develop targeted strategies and interventions for students.
  - Consult with teachers in the development and implementation of instructional methods and procedures designed to facilitate student learning and to decrease learning and behavioral challenges.
  - Consult with school administrators concerning appropriate learning objectives for students and the subsequent planning of interventions for students in general and special education programs.
  - Review and discuss student progress and needs.
  - Make appropriate referrals to community resources/services.
  - Collaborate with other support staff to provide comprehensive services for all students.
  - As appropriate and as assigned by administrator – serve in a leadership role in the special education department, to provide guidance in implementation of special education procedures, guidelines, and compliance.
  
- **Effective Instruction and Development of Cognitive/Academic Skills, Socialization, and Life Skills:**
  - Serve as a member of IEP/SST teams to recommend, develop, and evaluate appropriate goals and interventions that meet individual student needs.
  - Integrate multiple sources of information including student academic history to develop interventions.
  - Collaborate with teachers and other special education service providers to evaluate student progress towards goals and need for modifications in students' IEPs.
  
- **Student Diversity in Development and Learning:**
  - Demonstrate sensitivity and skills needed to work with diverse individuals and to implement strategies based on individual characteristics, strengths, and needs.
  - Apply knowledge of individual differences, abilities, and disabilities and the potential influence of biological, social, cultural, ethnic, experiential, socioeconomic, gender-

related, and linguistic factors in development and learning.

- Evaluate students integrating multiple sources of data and address information related to possible influence of cultural, ethnic, socioeconomic, and experiential factors.
- **Home/School/Community Collaboration:**
  - Work effectively with families, educators, outside service providers and services in the community to promote and provide comprehensive services to children and families.
  - Collaborate and consult with parents to promote student's academic, social, and behavioral success at home and school.
  - Coordinate community mental health services.
  - Have a variety of resources available to make appropriate community referrals.
  - Evaluate students integrating multiple sources of data and address information related to possible influence of cultural, ethnic, socioeconomic, and experiential factors.
  - Consult with educators regarding students' individual differences and needs.
  - Conduct individual and group conferences/trainings with students, parents, and staff members to foster academic growth, emotional health, and or professional competence as needed.
- **Prevention, Crisis Intervention, and Mental Health:**
  - Provide and contribute to prevention and intervention programs that promote the mental health and physical well-being of students.
  - Respond to students who are in crisis or immediate need of support.
  - Apply safe and positive physical intervention response techniques in situations where a student is at risk of harming self or others, only as a last resort and preferably in a team approach (must be formally trained in appropriate physical interventions, and training must be current).
  - Engage students in conflict resolution and problem solving.
  - Provide counseling services to students who have designated instructional services on their IEP.
  - Provide counseling services to at-risk, self-referred, and parentally referred general education students as appropriate.
  - Conduct Suicide Risk Assessments and Threat Assessments.
  - Provide crisis intervention services for students, parents, and teachers.
  - Make referrals to and consult with appropriate individuals and agencies in the community needed to perform services beyond the scope of the school setting.
  - Facilitate students' abilities to identify and apply solutions to their problems.

### **Information Technology**

- Access, evaluate, and use information sources and technology.
- Attend training opportunities and maximize use of SEIS, email system, SIS and additional technology resources as they become available.

### **Professional Development**

- Participate in relevant professional development and/or activities that support the schools'/programs' mission statements and career professional development:
  - Remain current with the California Education Code as it applies to compliance in all areas.
  - Provide direct supervision of interns and practicum students in school psychology.
  - Seek new information that is appropriate based on referrals.
  - Attend staff monthly meetings.
  - Attend school/program staff meetings and professional development opportunities.
  - Attend SELPA sponsored professional development activities.

### **School, Systems Organization and Policy Development**

- Participate in school/program and SELPA procedural development and policy development:
  - Prepare monthly accountability records.
  - Attend and meaningfully contribute to school/program meetings.
  - Attend staff monthly meetings.
  - Support or participate in afterschool activities for the benefit of student success as appropriate.
  - Maintain knowledge of school/program, SELPA, and California Education Code. policies and regulations to communicate accurate information to students, parents, teachers, and administrators.
  - Maintain knowledge of general education and special education programs and interventions available at each school/program.

### **Other Duties**

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

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

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

### **Physical Demands:**

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

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

**Work Environment:**

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

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

**HAZARDS:**

Contact with dissatisfied individuals.

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**Employee Acknowledgement:**

[Redacted Signature]

[Redacted Signature]

5/2/2022

Date



**MUTUAL AGREEMENT TO ARBITRATE DISPUTES**

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

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

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

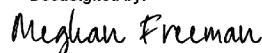
- G. Place of Arbitration. Arbitration shall take place before a neutral arbitrator within 45 miles of where Employee is or was last employed by the Company.
- H. Discovery. The Parties shall be entitled to conduct reasonable discovery, including, without limitation, conducting depositions of and requesting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

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

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

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

COMPANY:

DocuSigned by:  
  
 A4137E406BF5494...

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

Its: Chief Executive Officer

5/2/2022

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



5/2/2022

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_





CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The Parties to this Confidentiality and Non-Solicitation Agreement ("Agreement") are Elite Academic Academy - Lucerne (the "School") and [REDACTED] ("Employee") (collectively referred to herein as the "Parties").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

choice (at his/her own expense) before signing it, and understands the contents of this Agreement. Employee further agrees that signing this Agreement is a condition of his/her employment with the School and payment therefore, which he/she understood before accepting employment with the School.

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

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

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

Date: 5/2/2022



Date: 5/2/2022

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







**AT-WILL EMPLOYMENT AGREEMENT**

**Between Elite Academic Academy Charter - Lucerne**

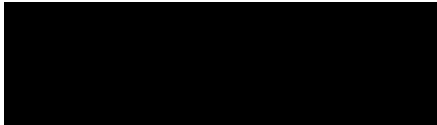
**and**

**Name:** [REDACTED]

in the position of

**Title: Speech Language Pathology Assistant**

May 16, 2022



Dear [REDACTED]

We are pleased to offer you the position of **full -time (non-exempt) Speech Language Pathology Assistant** with Elite Academic Academy – Lucerne (the “School”) commencing **August 18, 2022**. We are delighted you chose to join the Elite Academic Academy team and are confident you will enjoy it here. The purpose of this letter is to summarize the terms of your employment with the School as set forth in this At-Will Employment Agreement (the “Agreement”), should you accept our offer. This offer of employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks.

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

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



3. Hours of Employment. Your days of work, and hours of employment, will be Monday through Friday at hours determined by the School and your direct supervisor, provided that ordinary working hours shall not exceed 8 hours per day, or 40 hours per week, *unless agreed upon by the School in advance.* We anticipate that there will be occasions when we will ask you to work overtime. All overtime hours must be approved in advance by your supervisor
4. Best Efforts. You agree that you will at all times faithfully, industriously, and to the best of your ability perform all of the duties that may be required of you by the School which shall include:
  - a. Fulfilling the job duties and functions enumerated in the job description, attached hereto as Exhibit A;
  - b. Such other duties as assigned by the Board of the School or your supervisor from time-to-time as necessary in the School's discretion and judgment to effectuate the purposes of this Agreement including assignments that are in addition to those expressly described in this Agreement or its Exhibit A;
  - c. Attending any scheduled School events or training or planning sessions before or during the school year if requested by your direct supervisor; and
  - d. Following and abiding by the School's policies and procedures as adopted and amended from time-to-time, including those policies and procedures set forth in the School's current Employee Handbook, which may be amended from time to time at the sole discretion of the School.
5. Non-Competition During Employment. You agree that while you are working for the School, you will not render services in person or by electronic means, paid or otherwise, to any other entity, unless prior written approval is given by the CEO.
6. Compensation. Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum annual salary of \$53,040, less applicable withholdings, for **221 days** of work (\$240/day) (see calendar attached), which amount may be adjusted upward during or at the conclusion of the academic year by the School's governing board in its sole discretion.

[Note: Because you will not begin working until August 18, 2022, you will only be working **193 days** (of the 221 calendar), and therefore your salary for the 22/23 school year (August 2022 through June 2023) will be \$46,320 (\$240/day); which is a total monthly salary (August 2022 through June 2023) of \$4,210.91, and is \$2,105.45 per pay period (semi-monthly).]

We anticipate that there will be occasions when we will ask you to work overtime. For any overtime hours worked, you will be paid at the appropriate overtime rate in accordance with all applicable laws. You will also receive a stipend of \$150 a month (or \$75 per pay period) for travel and mileage (in lieu of mileage reimbursement). You will be paid twice a month on, or around, the 10th and 26th of each month. Human Resources will confirm your exact pay dates.

7. Benefits. You will be eligible for all benefits as generally offered to similarly situated employees of the School as described in the School's Employee Handbook. The School also offers Health and Welfare benefits, after one month of employment, totaling \$10,800 a year (or \$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. You may "opt out" of medical insurance provided by the Charter, and retain a monthly allotment of \$200. For more information, please see the plan benefits.
8. Meal and Rest Periods. You shall be given a duty-free, uninterrupted unpaid meal period of at least thirty minutes for a work period of over 5 hours in a day and one rest break of 10 minutes for every 4 hours worked or major fraction thereof. Your supervisor will schedule the times for your meal and rest periods.
9. Timekeeping. You are required to record your time via our timekeeping system, in Paycom. You will be provided with specific instructions regarding this system. You will be responsible for reviewing, approving, and submitting your time to your supervisor. You must report any instance where you believe your time, or pay, is inaccurate to the payroll department.
10. Arbitration. It is a condition of your employment that you review the School's Arbitration Agreement (attached) which provides that any disputes between you and the School be submitted to binding arbitration. You should notify the School in writing of any complaints you have with respect to your employment so that any issues can immediately be addressed and rectified.
11. Confidentiality. Because of the nature of our work and the highly confidential information we provide to our employees, you will be required to execute a Confidentiality and Non-Disclosure Agreement (attached), which will remain in full force and effect after your employment.
12. Equal Employment Opportunity. The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on practices, national origin, including language use and possession of a driver's license issued actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver's license, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.
13. Prior Agreements. You affirm that you are not a party to any agreement(s) such as a non-competition agreement that would prohibit you from employment with us.
14. Organization Policies. If you accept this offer and begin employment, on your first day of

employment, you will be given additional information about the School, including but not limited to its Employee Handbook and other policies and procedures

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

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

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

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

Sincerely,

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

CEO/Designee Signature:

Date: 5/17/2022

AGREED TO AND AC

[Redacted]

Employee Signature

Date: 5/17/2022

Address:

[Redacted]

Telephone:

[Redacted]

[Redacted]



## Speech Language Pathology Assistant (SLPA)

### *Job Description*

<b>Position Title:</b>	Speech Language Pathology Assistant
<b>Reports To:</b>	Speech Language Pathologist, SPED Coordinator, or designee
<b>FLSA Status:</b>	Exempt
<b>School Classification:</b>	Certificated
<b>Pay Range:</b>	Starting at \$50,000 annually, depending on experience
<b>Work Schedule:</b>	12 months
<b>Location:</b>	Onsite/Remote Office

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**Position Summary:** *The Certified Speech-Pathology Assistant (CSPA), under the supervision of a Speech and Language Specialist, will provide speech and language therapy services.*

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

- A valid, current, Certification by the Speech-Language Pathology and Audiology Board.
- Experience with screening and assisting with evaluation for language, voice, fluency, articulation, and hearing impairment disorders.
- Prefer experience in providing speech and language therapy.
- Prefer experience in a school setting.
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.
- Proof of a clear TB Tine test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.
- Knowledge of Federal and State special education laws, timelines, and mandates.
- Valid California Driver's License and insurance.

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

*Speech Language Pathology Assistant (SLPA) Job Description  
Board Approved May 5, 2022*

The scope of responsibility, duties, and functions of speech-language pathology assistants, shall include, but not be limited to, the following:

- Conducting speech-language screening, without interpretation.
- Providing direct treatment assistance to student's under the supervision of a speech language specialist.
- Following and implementing documented treatment plans or protocols developed by a supervising speech-language specialist.
- Documenting student progress toward meeting established goals and objectives, and reporting the information to a supervising speech-language specialist.
- Assisting a speech-language specialist during assessments, including, but not limited to, assisting with formal documentation, conducting evaluations, preparing materials, and performing clerical duties.
- When competent to do so, as determined by the supervising speech-language specialist, acting as an interpreter for non-English-speaking students and their family members.
- Scheduling activities and preparing charts, records, graphs, and data.
- Performing checks and maintenance of equipment, including, but not limited to, augmentative communication devices and hearing aids.
- Assisting with speech-language pathology research projects, in-service training, and family or community education.
- Participate as part of the collaborative IEP team when determined appropriate by the speech-language specialist.

#### **KNOWLEDGE AND ABILITIES:**

The knowledge and abilities of speech-language pathology assistants, shall include, but not be limited to, the following:

- Distinguish between normal and delayed speech development and correct and incorrect responses during communication activities.
- Have a functional knowledge of up-to-date therapy methodologies in speech and language.
- Work with designated student populations (autistic, preschool, K-12, etc.).
- Work with the disabled population.
- Work cooperatively with other staff to implement and support communication activities across different settings.
- Implement specific activities to remediate speech and language skills under supervision of Speech and Language Specialist.
- Facilitate behavior management in children.
- Manage required documentation.

#### **Other Duties**

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

**Experience:**

Minimum of two years or more experience in speech and language practice within a public school setting, including practice in assessment and therapy skills appropriate for the needs of a varied student population

**Use of Computer Technology:**

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

**Physical Demands:**

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

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

**Work Environment:**

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

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

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

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**Employee Acknowledgement:**

[Redacted Signature]

[Redacted Name]

5/17/2022

Printed Name

Date



**MUTUAL AGREEMENT TO ARBITRATE DISPUTES**

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

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



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

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

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

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

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

COMPANY:

DocuSigned by:

EMPLOYEE:

By:

Meghan Freeman  
A4137E406BF5494...  
Its: Chief Executive Officer

By:



DATED:

5/17/2022

DATED:



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The Parties to this Confidentiality and Non-Solicitation Agreement ("Agreement") are Elite Academic Academy - Lucerne (the "School") and [REDACTED] ("Employee") (collectively referred to herein as the "Parties").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

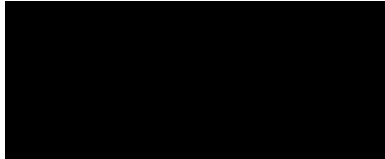
Employee further agrees that signing this Agreement is a condition of his/her employment with the School and payment therefore, which he/she understood before accepting employment with the School.

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

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

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

Date: 5/17/2022



Date: 5/17/2022

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

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

JULY							AUGUST							SEPTEMBER							OCTOBER							Important Dates		
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	7/1	Contract Start Date	
					1	2	1	2	3	4	5	6	1	2	3	1	1	2	3	4	5	6	7	8	7/1	Contract Start Date				
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8	7/1	First Day of School (Year-Round)	
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	3	9	10	11	12	13	14	15	7/4	Independence Day Holiday
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	4	16	17	18	19	20	21	22	8/29	First Day of School (Traditional)
24	25	26	27	28	29	30	28	29	30	31					25	26	27	28	29	30		23	24	25	26	27	28	29	9/5	Labor Day Holiday
31																					30	31						11/11	Veteran's Day Holiday	
																												11/21 - 11/25	Thanksgiving Break	
																												12/19 - 1/6	Winter Break	
																												1/16	MLK Day Holiday	
																												2/17 - 2/20	Presidents' Day Weekend	
																												3/13 - 3/17	Spring Break	
																												5/29	Memorial Day	
																												6/13	Last Day of School - Traditional	
																												6/14	Last Day of School - Year Round	
																												6/30	Contract End Date	

NOVEMBER							DECEMBER							JANUARY							FEBRUARY							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	2/17 - 2/20	Presidents' Day Weekend		
																												3/13 - 3/17	Spring Break		
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7	5/29	Memorial Day		
6	7	8	9	10	11	12	4	5	6	7	8	9	10	11	8	9	10	11	12	13	14	16	5	6	7	8	9	10	11	6/13	Last Day of School - Traditional
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	17	12	13	14	15	16	17	18	6/14	Last Day of School - Year Round	
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	1	19	20	21	22	23	24	25		Contract End Date	
27	28	29	30				25	26	27	28	29	30	31	29	30	31						26	27	28							

MARCH							APRIL							MAY							JUNE							Key	
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	Contract Start and End Dates	
																												Contract Start and End Dates	
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	14	1	2	3	4	5	6	14	First & Last Day of School	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	9	10	11	12	13	15	7	8	9	10	11	12	13	15	Paid Holidays (FT)	
12	13	14	15	16	17	18	9	10	11	12	13	14	15	16	17	18	19	20	16	14	15	16	17	18	19	20	16	Paid Flex (Non-school/contract) Days (FT)	
19	20	21	22	23	24	25	16	17	18	19	20	21	22	23	24	25	26	27	17	21	22	23	24	25	26	27	17	Professional Development Days	
26	27	28	29	30	31		23	24	25	26	27	28	29	30	31	23	24	25	26	27	28	29	13	28	29	30	31	Track A TOR/CT PD	
																					25	26	27	28	29	30			



Board Approved March 03, 2022

5/17/2022

# Elite Academic Academy 2022/2023 Staffing Calendar - Payroll

Elite Academic Academy 2022/2023 Staffing Calendar - Payroll																														
JULY				AUGUST				SEPTEMBER				OCTOBER																		
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
	1	2					1	2	3	4	5	6	1	2	3				1	1										
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8			
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15			
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22			
24	25	26	27	28	29	30	28	29	30	31	25	26	27	28	29	30	23	24	25	26	27	28	29	23	24	25	26	27	28	29
31																			30	31										
NOVEMBER				DECEMBER				JANUARY				FEBRUARY																		
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
	1	2	3	4	5	10	1	2	3	13	1	2	3	4	5	6	7								1	2	3	4		
6	7	8	9	10	11	12	4	5	6	7	8	9	10	14	8	9	10	11	12	13	14	5	6	7	8	9	10	11		
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18			
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25			
27	28	29	30				25	26	27	28	29	30	31	29	30	31								26	27	28				
MARCH				APRIL				MAY				JUNE																		
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
	1	2	3	4	6		1	9	1	2	3	4	5	6	14	1	2	3	1	2	3									
5	6	7	8	9	10	11	2	3	4	5	6	7	8	10	7	8	9	10	11	12	13	4	5	6	7	8	9	10		
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17			
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24			
26	27	28	29	30	31	23	24	25	26	27	28	29	30	31	23	24	25	26	27	28	29	30	25	26	27	28	29	30		
																	</													





**Temporary Contract Addendum**

June 1, 2022

**Re: Temporary Instructional Aide Position – [REDACTED]**

Per your conversation with Allison Watters, your temporary contract (attached) will be amended (by virtue of this contract addendum) to now include a start date of June 2, 2022.

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

DocuSigned by:  
*MEGHAN FREEMAN* 6/1/2022  
A4137E406BF5494...  
Meghan Freeman  
CEO

DocuSigned by:  
[REDACTED] 6/1/2022  
[REDACTED] \_\_\_\_\_  
[REDACTED] de



Date of Offer: May 20, 2022

Assignment Offered: Temporary Part-Time Instructional Aide

Candidate Name: [REDACTED]

Candidate Address: [REDACTED]

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 [REDACTED] (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 June 20, 2022, and continue until August 9, 2022.
- This offer of employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States [I-9], and background (Livescan) clearance.
- 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 in 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

DocuSigned by:  
**MEGHAN FREEMAN**      5/20/2022  
A4137E406BF5494...  
\_\_\_\_\_  
Meghan Freeman -CEO      Date

AGREED TO AND ACCEPTED BY:

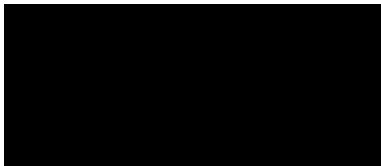
 \_\_\_\_\_  
5/21/2022  
Date

Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- **COMPENSATION.**
  - The Temp shall be entitled to receive an hourly rate of \$18.00 (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.
  - Payments to the Temp shall be subject to employer withholding.



## Temporary Year-Round Instructional Aide

*Job Description*

<b>Position Title:</b>	Temporary Year-Round Instructional Aide
<b>Reports To:</b>	Teacher of Record
<b>FLSA Status:</b>	Non-Exempt
<b>School Classification:</b>	Classified
<b>Pay Range:</b>	\$15-\$18 per hour
<b>Work Schedule:</b>	Varies
<b>Location:</b>	Remote

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**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.

*Temporary Year-Round Instructional Aide Job Description  
Board Approved May 06, 2021*

- 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

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**Employee Acknowledgement:**

DocuSigned by:  
 \_\_\_\_\_  \_\_\_\_\_ 5/21/2022  
Employee Signature Printed Name Date



**MUTUAL AGREEMENT TO ARBITRATE DISPUTES**

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

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

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

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

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

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

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

COMPANY:

DocuSigned by:

**MEGHAN FREEMAN**

By:

Its: Chief Executive Officer

5/20/2022

DATED:

EMPLOYEE

By:

5/21/2022

DATED:





CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The Parties to this Confidentiality and Non-Solicitation Agreement ("Agreement") are Elite Academic Academy – Lucerne (the "School") and [REDACTED] ("Employee") (collectively referred to herein as the "Parties").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

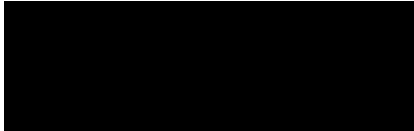
Employee further agrees that signing this Agreement is a condition of his/her employment with the School and payment therefore, which he/she understood before accepting employment with the School.

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

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

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

Date: 5/21/2022



Date: 5/20/2022

By: MEGHAN FREEMAN  
Its: Chief Executive Officer



Date of Offer: April 29, 2022

Assignment Offered: Temporary Content Teacher

Candidate Name: [REDACTED]

Candidate Address: [REDACTED]

It is our pleasure to offer you a position with Elite Academic Academy - Lucerne, as a Temporary Content Teacher. 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 27, 2022 - August 9, 2022, 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 27, 2022

**Term:** Temporary/At- Will

**Position Title:** Temporary Content Teacher

**FLSA/CA Classification:** Non-Exempt

**Hourly Rate:** \$41.88

**Hours per week:**

- 40 hours: 80 students and over
- 35 hours: 70-79 students
- 30 hours: 60-69 students
- 25 hours: 50-59 students
- 20 hours: 40-49 students
- 15 hours: 30-39 students
- 10 hours: 20-29 students

**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 5 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 from June 27, 2022- August 9, 2022.

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: [REDACTED]

  <sup>x</sup> (Initial) **I accept** the offer of employment with Elite Academic Academy starting June 27, 2022. 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.

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

[REDACTED]

Date: 4/29/2022

Chief Executive Officer \_\_\_\_\_

DocuSigned by:  
*Meghan Freeman*  
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Date 4/29/2022



Date of Offer: May 17, 2022

Assignment Offered: Teacher of Record - Homeschool

Candidate Name: [Redacted], [Redacted]

It is our pleasure to offer you a position with Elite Academic Academy-Lucerne. This offer is contingent on final Board approval, an acceptable FBI/DOJ background check, student enrollment in the charter and your timely completion of the requirements set forth in this letter.

If you are currently under contract with another district/charter for the 22.23 school year, you must provide Elite Academic Academy-Lucerne with documentation of your release by that district/charter. 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 confirmed, the CEO will have final approval of your employment. At that time, we will send you an employment contract for you to sign and return. Your salary would be based on the compensation outlined below. If you are offered an assignment and 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:

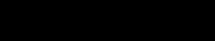
- Start Date:** August 8, 2022
- Term:** At Will
- Position Title:** Teacher of Record - Homeschool
- FLSA/CA Classification:** Exempt
- Annual Salary:** \$73,365 (\$6,669.55 per month - August 2022 thru June 2023)
- Work Days:** 201 Days (\$365/day) (see attached calendar)
- Stipends:** \$150 monthly travel & mileage stipend
- Number of Sick Days:** 6
- Retirement Benefits:** California State Teachers Retirement System
- Employer Paid Medical Benefits:** \$10,800 annually (eligible after 1 month of employment)

Please sign below to indicate your acceptance of this conditional offer and return this letter to me within seven calendar days. Please let us know if you have any questions. We look forward to working with you.

Chief Executive Officer \_\_\_\_\_ DocuSigned by:  
*Meghan Freeman* \_\_\_\_\_ Date 5/17/2022  
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I have read and understood the conditions and commitments stated above. I have initialed below to indicate that I have accepted or declined this offer.

Candidate: 

  x   (Initial) I **accept** the offer of employment with Elite Academic Academy starting August 8, 2022. 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.

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



\_\_\_\_\_ Date 5/17/2022





Date of Offer: May 17, 2022

Assignment Offered: Teacher of Record - Homeschool

Candidate Name: [REDACTED]

It is our pleasure to offer you a position with Elite Academic Academy-Lucerne. This offer is contingent on final Board approval, an acceptable FBI/DOJ background check, student enrollment in the charter and your timely completion of the requirements set forth in this letter.

If you are currently under contract with another district/charter for the 22.23 school year, you must provide Elite Academic Academy-Lucerne with documentation of your release by that district/charter. 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 confirmed, the CEO will have final approval of your employment. At that time, we will send you an employment contract for you to sign and return. Your salary would be based on the compensation outlined below. If you are offered an assignment and 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:** August 8, 2022
- Term:** At Will
- Position Title:** Teacher of Record - Homeschool
- FLSA/CA Classification:** Exempt
- Annual Salary:** \$73,365 (\$6,669.55 per month - August 2022 thru June 2023)
- Work Days:** 201 Days (\$365/day) (see attached calendar)
- Stipends:** \$150 monthly travel & mileage stipend
- Number of Sick Days:** 6
- Retirement Benefits:** California State Teachers Retirement System
- Employer Paid Medical Benefits:** \$10,800 annually (eligible after 1 month of employment)

Please sign below to indicate your acceptance of this conditional offer and return this letter to me within seven calendar days. Please let us know if you have any questions. We look forward to working with you.

Chief Executive Officer \_\_\_\_\_ DocuSigned by:  
*Meghan Freeman* \_\_\_\_\_ Date 5/17/2022  
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I have read and understood the conditions and commitments stated above. I have initialed below to indicate that I have accepted or declined this offer.

Candidate: [REDACTED]

  <sup>x</sup> (Initial) I **accept** the offer of employment with Elite Academic Academy starting August 8, 2022. 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.

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

 DocuSigned by:

[REDACTED]

ate 5/18/2022





Date of Offer: May 11, 2022

Assignment Offered: Temporary Content Teacher

Candidate Name: [REDACTED]

It is our pleasure to offer you a position with Elite Academic Academy - Lucerne, as a Temporary Content Teacher. 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 27, 2022 - August 9, 2022, 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 27, 2022

**Term:** Temporary/At- Will

**Position Title:** Temporary Content Teacher

**FLSA/CA Classification:** Non-Exempt

**Hourly Rate:** \$41.88

**Hours per week:**

- 40 hours: 80 students and over
- 35 hours: 70-79 students
- 30 hours: 60-69 students
- 25 hours: 50-59 students
- 20 hours: 40-49 students
- 15 hours: 30-39 students
- 10 hours: 20-29 students

**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 5 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 from June 27, 2022- August 9, 2022.

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: [REDACTED]

  X   (Initial) **I accept** the offer of employment with Elite Academic Academy starting June 27, 2022. 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.

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

DocuSigned by:

[REDACTED]

Date: 5/19/2022

DocuSigned by:

*Meghan Freeman*

Chief Executive Officer

Date 5/11/2022

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Date of Offer: May 12, 2022

Assignment Offered: Temporary Content Teacher

Candidate Name: [REDACTED]

Candidate Address: [REDACTED]

It is our pleasure to offer you a position with Elite Academic Academy - Lucerne, as a Temporary Content Teacher. 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 27, 2022 - August 9, 2022, 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 27, 2022

**Term:** Temporary/At- Will

**Position Title:** Temporary Content Teacher

**FLSA/CA Classification:** Non-Exempt

**Hourly Rate:** \$41.88

**Hours per week:**

- *40 hours: 80 students and over*
- *35 hours: 70-79 students*
- *30 hours: 60-69 students*
- *25 hours: 50-59 students*
- *20 hours: 40-49 students*
- *15 hours: 30-39 students*
- *10 hours: 20-29 students*

**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 5 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 from June 27, 2022- August 9, 2022.

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: Myshia LeBoss

  X   (Initial) **I accept** the offer of employment with Elite Academic Academy starting June 27, 2022. 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.

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



ate: 5/16/2022

Chief Executive Officer \_\_\_\_\_

DocuSigned by:  
*Meghan Freeman*  
A4137E406BF5494...

Date 5/12/2022



Date of Offer: May 26, 2022

Assignment Offered: Temporary Content Teacher

Candidate Name: [REDACTED] is

Candidate Address: [REDACTED]

It is our pleasure to offer you a position with Elite Academic Academy - Lucerne, as a Temporary Content Teacher. 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 27, 2022 - August 9, 2022, 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 27, 2022

**Term:** Temporary/At- Will

**Position Title:** Temporary Content Teacher

**FLSA/CA Classification:** Non-Exempt

**Hourly Rate:** \$41.88

**Hours per week:**

- 40 hours: 80 students and over
- 35 hours: 70-79 students
- 30 hours: 60-69 students
- 25 hours: 50-59 students
- 20 hours: 40-49 students
- 15 hours: 30-39 students
- 10 hours: 20-29 students

**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 5 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 from June 27, 2022- August 9, 2022.

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: [REDACTED]

\_\_\_\_\_(Initial) **I accept** the offer of employment with Elite Academic Academy starting June 27, 2022. 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.

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

[REDACTED]

Date: 5/27/2022

Chief Executive Officer

DocuSigned by:  
**MEGHAN FREEMAN**  
A4137E406BF5494...

Date 5/26/2022



Date of Offer: May 25, 2022

Assignment Offered: Temporary Content Teacher

Candidate Name: [REDACTED]

It is our pleasure to offer you a position with Elite Academic Academy - Lucerne, as a Temporary Content Teacher. 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 27, 2022 - August 9, 2022, 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 27, 2022

**Term:** Temporary/At- Will

**Position Title:** Temporary Content Teacher

**FLSA/CA Classification:** Non-Exempt

**Hourly Rate:** \$41.88

**Hours per week:**

- 40 hours: 80 students and over
- 35 hours: 70-79 students
- 30 hours: 60-69 students
- 25 hours: 50-59 students
- 20 hours: 40-49 students
- 15 hours: 30-39 students
- 10 hours: 20-29 students

**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 5 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 from June 27, 2022- August 9, 2022.

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: [REDACTED]

  X   (Initial) **I accept** the offer of employment with Elite Academic Academy starting June 27, 2022. 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.

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

DocuSigned by:  
[REDACTED] \_\_\_\_\_ Date: 5/31/2022

DocuSigned by:  
MEGHAN FREEMAN \_\_\_\_\_ Date: 5/25/2022  
A4137E406BF5494...

Chief Executive Officer \_\_\_\_\_



Date of Offer: May 26, 2022

Assignment Offered: Temporary Content Teacher

Candidate Name: [REDACTED], [REDACTED]

It is our pleasure to offer you a position with Elite Academic Academy - Lucerne, as a Temporary Content Teacher. 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 27, 2022 - August 9, 2022, 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 27, 2022

**Term:** Temporary/At- Will

**Position Title:** Temporary Content Teacher

**FLSA/CA Classification:** Non-Exempt

**Hourly Rate:** \$41.88

**Hours per week:**

- 40 hours: 80 students and over
- 35 hours: 70-79 students
- 30 hours: 60-69 students
- 25 hours: 50-59 students
- 20 hours: 40-49 students
- 15 hours: 30-39 students
- 10 hours: 20-29 students

**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 5 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 from June 27, 2022- August 9, 2022.

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: [REDACTED]

  X   (Initial) **I accept** the offer of employment with Elite Academic Academy starting June 27, 2022. 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.

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

[REDACTED]

Date: 6/1/2022

DocuSigned by: 17CE0C43D923461...

DocuSigned by:

*MEGHAN FREEMAN*

Chief Executive Officer

A4137E406BF5494...

Date 5/31/2022



Date of Offer: May 18, 2022

Assignment Offered: Temporary Teacher of Record

Candidate Name: [REDACTED]

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 22, 2022 - August 9, 2022, 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 22, 2022

**Term:** Temporary/At- Will

**Position Title:** Temporary Teacher of Record

**FLSA/CA Classification:** Exempt

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

**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 5 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 22, 2022- August 9, 2022.

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: [REDACTED]

  <sup>x</sup> (Initial) **I accept** the offer of employment with Elite Academic Academy starting June 22, 2022. 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.

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

[REDACTED]

DocuSigned by:

5/18/2022

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

DocuSigned by:

*Meghan Freeman*

5/18/2022

Chief Executive Officer \_\_\_\_\_

Date \_\_\_\_\_

A4137E406BF5494...



Date of Offer: May 17, 2022

Assignment Offered: Teacher of Record - Flex

Candidate Name: [REDACTED]

Candidate Address: [REDACTED]

It is our pleasure to offer you a position with Elite Academic Academy-Lucerne. This offer is contingent on final Board approval, an acceptable FBI/DOJ background check, student enrollment in the charter and your timely completion of the requirements set forth in this letter.

If you are currently under contract with another district/charter for the 22.23 school year, you must provide Elite Academic Academy-Lucerne with documentation of your release by that district/charter. 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 confirmed, the CEO will have final approval of your employment. At that time, we will send you an employment contract for you to sign and return. Your salary would be based on the compensation outlined below. If you are offered an assignment and 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:** August 8, 2022

**Term:** At Will

**Position Title:** Teacher of Record - Flex

**FLSA/CA Classification:** Exempt

**Annual Salary:** \$73,365 (\$6,669.55 per month - August 2022 thru June 2023)

**Work Days:** 201 Days (\$365/day) (see attached calendar)


**Stipends:** \$150 monthly travel & mileage stipend; \$125 monthly stipend in honor of your Masters degree.

**Number of Sick Days:** 6

**Retirement Benefits:** California State Teachers Retirement System

**Employer Paid Medical Benefits:** \$10,800 annually (eligible after 1 month of employment)

Please sign below to indicate your acceptance of this conditional offer and return this letter to me within seven calendar days. Please let us know if you have any questions. We look forward to working with you.


Chief Executive Officer \_\_\_\_\_  \_\_\_\_\_ Date 5/17/2022  
DocuSigned by: A4137E406BF5494...

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

Candidate: [REDACTED]

X  (Initial)  **I accept**  the offer of employment with Elite Academic Academy starting August 8, 2022. 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.

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

 DocuSigned by:

Date  5/18/2022

# EAA 2022/2023 Staffing Calendar - 201 Day (12 month) Employees (New Hire)

JULY							AUGUST							SEPTEMBER							OCTOBER							Important Dates								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S									
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	11	12	13	14	15	1	2	3	4	5	6	7	8	7/1	First Day of School (Year-Round)	
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	18	19	20	21	22	16	17	18	19	20	21	22	23	24	7/4	Independence Day Holiday
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	25	26	27	28	29	23	24	25	26	27	28	29			8/8	Contract Start Date
24	25	26	27	28	29	30	28	29	30	31			25	26	27	28	29	30							30	31								8/29	First Day of School (Traditional)	
																																	9/5	Labor Day Holiday		
																																	11/11	Veteran's Day Holiday		
																																	11/21 - 11/25	Thanksgiving Break		
																																	12/19 - 1/6	Winter Break		
																																	1/16	MLK Day Holiday		
																																	2/17 - 2/20	Presidents' Day Weekend		
																																	3/13 - 3/17	Spring Break		
																																	5/29	Memorial Day		
																																	6/13	Last Day of School - Traditional		
																																	6/14	Last Day of School - Year Round		
																																	6/30	Contract End Date		

NOVEMBER							DECEMBER							JANUARY							FEBRUARY							Key						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S							
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7	Contract Start and End Dates						
6	7	8	9	10	11	12	4	5	6	7	8	9	10	11	8	9	10	11	12	13	14	15	16	17	18	5	6	7	8	9	10	11	First & Last Day(s) of School	
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	22	23	24	25	12	13	14	15	16	17	18	Paid Holidays (FT)		
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	29	30	31		19	20	21	22	23	24	25	New Hire Orientation and PD (8/8-8/12)		
27	28	29	30				25	26	27	28	29	30	31	29	30	31									26	27	28	29	30	31		Paid Flex (Non-school/contract) Days (FT)		

MARCH							APRIL							MAY							JUNE																		
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S												
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7	Contract Start and End Dates											
5	6	7	8	9	10	11	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	4	5	6	7	8	9	10	First & Last Day(s) of School		
12	13	14	15	16	17	18	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	11	12	13	14	15	16	17	Paid Holidays (FT)		
19	20	21	22	23	24	25	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31									18	19	20	21	22	23	24	New Hire Orientation and PD (8/8-8/12)	
26	27	28	29	30	31		23	24	25	26	27	28	29	30	31																25	26	27	28	29	30	31	Paid Flex (Non-school/contract) Days (FT)	

MARCH							APRIL							MAY							JUNE																		
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S												
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7	Contract Start and End Dates											
5	6	7	8	9	10	11	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	4	5	6	7	8	9	10	First & Last Day(s) of School		
12	13	14	15	16	17	18	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	11	12	13	14	15	16	17	Paid Holidays (FT)		
19	20	21	22	23	24	25	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31									18	19	20	21	22	23	24	New Hire Orientation and PD (8/8-8/12)	
26	27	28	29	30	31		23	24	25	26	27	28	29	30	31																25	26	27	28	29	30	31	Paid Flex (Non-school/contract) Days (FT)	

MARCH							APRIL							MAY							JUNE																		
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S												
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7	Contract Start and End Dates											
5	6	7	8	9	10	11	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	4	5	6	7	8	9	10	First & Last Day(s) of School		
12	13	14	15	16	17	18	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	11	12	13	14	15	16	17	Paid Holidays (FT)		
19	20	21	22	23	24	25	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31									18	19	20	21	22	23	24	New Hire Orientation and PD (8/8-8/12)	
26	27	28	29	30	31		23	24	25	26	27	28	29	30	31																25	26	27	28	29	30	31	Paid Flex (Non-school/contract) Days (FT)	

Pending Board Approval





Date of Offer: May 20, 2022

Assignment Offered: Temporary Content Teacher

Candidate Name: [REDACTED]

Candidate Address: [REDACTED]

It is our pleasure to offer you a position with Elite Academic Academy - Lucerne, as a Temporary Content Teacher. 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 27, 2022 - August 9, 2022, 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 27, 2022

**Term:** Temporary/At- Will

**Position Title:** Temporary Content Teacher

**FLSA/CA Classification:** Non-Exempt

**Hourly Rate:** \$41.88

**Hours per week:**

- 40 hours: 80 students and over
- 35 hours: 70-79 students
- 30 hours: 60-69 students
- 25 hours: 50-59 students
- 20 hours: 40-49 students
- 15 hours: 30-39 students
- 10 hours: 20-29 students

**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 5 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 from June 27, 2022- August 9, 2022.

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: [REDACTED]

  X   (Initial) **I accept** the offer of employment with Elite Academic Academy starting June 27, 2022. 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.

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

DocuSigned by:  
[REDACTED] \_\_\_\_\_ Date: 5/25/2022

Chief Executive Officer \_\_\_\_\_ DocuSigned by:  
**MEGHAN FREEMAN** \_\_\_\_\_ Date 5/20/2022  
A4137E406BF5494...



Date of Offer: May 17, 2022

Assignment Offered: Teacher of Record - Homeschool

Candidate Name: [REDACTED]

Candidate Address: [REDACTED]

It is our pleasure to offer you a position with Elite Academic Academy-Lucerne. This offer is contingent on final Board approval, an acceptable FBI/DOJ background check, student enrollment in the charter and your timely completion of the requirements set forth in this letter.

If you are currently under contract with another district/charter for the 22.23 school year, you must provide Elite Academic Academy-Lucerne with documentation of your release by that district/charter. 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 confirmed, the CEO will have final approval of your employment. At that time, we will send you an employment contract for you to sign and return. Your salary would be based on the compensation outlined below. If you are offered an assignment and 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:** August 8, 2022
- Term:** At Will
- Position Title:** Teacher of Record - Homeschool
- FLSA/CA Classification:** Exempt
- Annual Salary:** \$73,365 (\$6,669.55 per month - August 2022 thru June 2023)
- Work Days:** 201 Days (\$365/day) (see attached calendar)
- Stipends:** \$150 monthly travel & mileage stipend; \$125 monthly stipend in honor of your Masters degree.
- Number of Sick Days:** 6
- Retirement Benefits:** California State Teachers Retirement System
- Employer Paid Medical Benefits:** \$10,800 annually (eligible after 1 month of employment)

Please sign below to indicate your acceptance of this conditional offer and return this letter to me within seven calendar days. Please let us know if you have any questions. We look forward to working with you.

Chief Executive Officer \_\_\_\_\_ DocuSigned by:  
*Meghan Freeman*  
A4137E406BF5494... \_\_\_\_\_ Date 5/17/2022

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

Candidate: [REDACTED]

X (Initial) **I accept** the offer of employment with Elite Academic Academy starting August 8, 2022. 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.

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

DocuSigned by:

[REDACTED]

5/18/2022

\_\_\_\_ Date \_\_\_\_\_



# EAA 2022/2023 Staffing Calendar - 201 Day (12 month) Employees (New Hire)

JULY			AUGUST			SEPTEMBER			OCTOBER			Important Dates																								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	7/1	7/4	7/16	7/17	7/18	7/19	7/20	7/21	7/22	7/23	7/24	7/25	7/26	7/27	7/28	7/29	7/30	7/31					
3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31								
1	2																																			
7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31												
14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31																			
21	22	23	24	25	26	27	28	29	30	31																										
28	29	30	31																																	
31																																				

NOVEMBER			DECEMBER			JANUARY			FEBRUARY			Key																												
S	M	T	W	T	F	S	S	M	T	W	T	F	S	Contract Start and End Dates	First & Last Day(s) of School	Paid Holidays (FT)	New Hire Orientation and PD (8/8-8/12)	Paid Flex (Non-school/contract) Days (FT)	All Staff Professional Development Days	Track A TOR/CT PD																				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										
6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31															
13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31																						
20	21	22	23	24	25	26	27	28	29	30	31																													
27	28	29	30																																					

MARCH			APRIL			MAY			JUNE																																
S	M	T	W	T	F	S	S	M	T	W	T	F	S	Contract Start and End Dates	First & Last Day(s) of School	Paid Holidays (FT)	New Hire Orientation and PD (8/8-8/12)	Paid Flex (Non-school/contract) Days (FT)	All Staff Professional Development Days	Track A TOR/CT PD																					
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31											
6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31																
13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31																							
20	21	22	23	24	25	26	27	28	29	30	31																														
26	27	28	29	30	31																																				



Pending Board Approval



Date of Offer: May 19, 2022

Assignment Offered: Temporary Content Teacher

Candidate Name: [REDACTED]

Candidate Address: [REDACTED]

It is our pleasure to offer you a position with Elite Academic Academy - Lucerne, as a Temporary Content Teacher. 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 27, 2022 - August 9, 2022, 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 27, 2022

**Term:** Temporary/At- Will

**Position Title:** Temporary Content Teacher

**FLSA/CA Classification:** Non-Exempt

**Hourly Rate:** \$41.88

**Hours per week:**

- 40 hours: 80 students and over
- 35 hours: 70-79 students
- 30 hours: 60-69 students
- 25 hours: 50-59 students
- 20 hours: 40-49 students
- 15 hours: 30-39 students
- 10 hours: 20-29 students

**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 5 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 from June 27, 2022- August 9, 2022.

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: [REDACTED]

  x   (Initial) **I accept** the offer of employment with Elite Academic Academy starting June 27, 2022. 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.

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

[REDACTED]

Date: 5/20/2022

Chief Executive Officer

DocuSigned by:  
**MEGHAN FREEMAN**  
A4137E406BF5494...

Date 5/20/2022



Date of Offer: May 27, 2022

Assignment Offered: Temporary Content Teacher

Candidate Name: [REDACTED]

Candidate Address: [REDACTED]

It is our pleasure to offer you a position with Elite Academic Academy - Lucerne, as a Temporary Content Teacher. 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 27, 2022 - August 9, 2022, 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.

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Terms and Benefits for this position:

**Start Date:** June 27, 2022

**Term:** Temporary/At- Will

**Position Title:** Temporary Content Teacher

**FLSA/CA Classification:** Non-Exempt

**Hourly Rate:** \$41.88

**Hours per week:**

- 40 hours: 80 students and over
- 35 hours: 70-79 students
- 30 hours: 60-69 students
- 25 hours: 50-59 students
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**Number of Vacation Days:** 0

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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: [REDACTED]

  x   (Initial) **I accept** the offer of employment with Elite Academic Academy starting June 27, 2022. 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.

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

DocuSigned by:

[REDACTED]

Date: 5/31/2022

DocuSigned by:

MEGHAN FREEMAN

Date 5/31/2022

Chief Executive Officer

A4137E406BF5494...



Date of Offer: May 6, 2022

Assignment Offered: Temporary Content Teacher

Candidate Name: [REDACTED]

It is our pleasure to offer you a position with Elite Academic Academy - Lucerne, as a Temporary Content Teacher. 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 27, 2022 - August 9, 2022, 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.

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Terms and Benefits for this position:

**Start Date:** June 27, 2022

**Term:** Temporary/At- Will

**Position Title:** Temporary Content Teacher

**FLSA/CA Classification:** Non-Exempt

**Hourly Rate:** \$41.88

**Hours per week:**

- 40 hours: 80 students and over
- 35 hours: 70-79 students
- 30 hours: 60-69 students
- 25 hours: 50-59 students
- 20 hours: 40-49 students
- 15 hours: 30-39 students
- 10 hours: 20-29 students

**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 5 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 from June 27, 2022- August 9, 2022.

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: [REDACTED]

  <sup>x</sup> (Initial) **I accept** the offer of employment with Elite Academic Academy starting June 27, 2022. 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.

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

[REDACTED] DocuSigned by: [REDACTED] Date: 5/6/2022

Chief Executive Officer    *Meghan Freeman* DocuSigned by:    Date 5/6/2022  
A4137E406BF5494...



Date of Offer: May 11, 2022

Assignment Offered: Temporary Content Teacher

Candidate Name: [REDACTED]

Candidate [REDACTED]

It is our pleasure to offer you a position with Elite Academic Academy - Lucerne, as a Temporary Content Teacher. 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 27, 2022 - August 9, 2022, 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.

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Terms and Benefits for this position:

**Start Date:** June 27, 2022

**Term:** Temporary/At- Will

**Position Title:** Temporary Content Teacher

**FLSA/CA Classification:** Non-Exempt

**Hourly Rate:** \$41.88

**Hours per week:**

- 40 hours: 80 students and over
- 35 hours: 70-79 students
- 30 hours: 60-69 students
- 25 hours: 50-59 students
- 20 hours: 40-49 students
- 15 hours: 30-39 students
- 10 hours: 20-29 students

**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 5 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 from June 27, 2022- August 9, 2022.

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: [REDACTED]

X (Initial) **I accept** the offer of employment with Elite Academic Academy starting June 27, 2022. 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.

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

[REDACTED]

Date: 5/11/2022

DocuSigned by:

*Meghan Freeman*

Chief Executive Officer

Date 5/11/2022

A4137E406BF5494...



Date of Offer: May 4, 2022

Assignment Offered: Temporary Content Teacher

Candidate Name: [REDACTED]

It is our pleasure to offer you a position with Elite Academic Academy - Lucerne, as a Temporary Content Teacher. 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 27, 2022 - August 9, 2022, 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.

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Terms and Benefits for this position:

**Start Date:** June 27, 2022

**Term:** Temporary/At- Will

**Position Title:** Temporary Content Teacher

**FLSA/CA Classification:** Non-Exempt

**Hourly Rate:** \$41.88

**Hours per week:**

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- 30 hours: 60-69 students
- 25 hours: 50-59 students
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**Number of Vacation Days:** 0

**Work Days:** (Monday- Friday) Year Round Calendar

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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: [REDACTED]

  X   (Initial) **I accept** the offer of employment with Elite Academic Academy starting June 27, 2022. 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.

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

[REDACTED]

Date: 5/6/2022

DocuSigned by:  
*Meghan Freeman*  
A4137E406BF5494...

Chief Executive Officer

Date 5/4/2022



Date of Offer: May 23, 2022

Assignment Offered: Temporary Content Teacher

Candidate Name: [REDACTED]

Candidate Address: [REDACTED], [REDACTED]

It is our pleasure to offer you a position with Elite Academic Academy - Lucerne, as a Temporary Content Teacher. 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 27, 2022 - August 9, 2022, 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.

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Terms and Benefits for this position:

**Start Date:** June 27, 2022

**Term:** Temporary/At- Will

**Position Title:** Temporary Content Teacher

**FLSA/CA Classification:** Non-Exempt

**Hourly Rate:** \$41.88

**Hours per week:**

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- 20 hours: 40-49 students
- 15 hours: 30-39 students
- 10 hours: 20-29 students

**Number of Vacation Days:** 0

**Work Days:** (Monday- Friday) Year Round Calendar

**Retirement Benefits:** STRS

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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: 

  X   (Initial) **I accept** the offer of employment with Elite Academic Academy starting June 27, 2022. 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.

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

Signature: \_\_\_\_\_  \_\_\_\_\_ Date: 5/24/2022  
A4137E406BF5494...

 \_\_\_\_\_ Date 5/25/2022



Date of Offer: May 26, 2022

Assignment Offered: Temporary Content Teacher

Candidate Name: [REDACTED]

Candidate Address: [REDACTED]

It is our pleasure to offer you a position with Elite Academic Academy - Lucerne, as a Temporary Content Teacher. 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 27, 2022

**Term:** Temporary/At- Will

**Position Title:** Temporary Content Teacher

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**Number of Vacation Days:** 0

**Work Days:** (Monday- Friday) Year Round Calendar

**Retirement Benefits:** STRS

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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: [REDACTED]

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

DocuSigned by:

[REDACTED]

5/26/2022

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

DocuSigned by:

MEGHAN FREEMAN

5/26/2022

Date \_\_\_\_\_

Chief Executive Officer \_\_\_\_\_

A4137E406BF5494...



Date of Offer: May 26, 2022

Assignment Offered: Temporary Content Teacher

Candidate Name: [REDACTED]

Candidate Address: [REDACTED]

It is our pleasure to offer you a position with Elite Academic Academy - Lucerne, as a Temporary Content Teacher. 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:

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Candidate: [REDACTED]

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

DocuSigned by:  
[REDACTED]

Date: 6/3/2022

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DocuSigned by:

MEGHAN FREEMAN

5/31/2022

Chief Executive Officer

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# EAA 2022/2023 Staffing Calendar - 201 Day (12 month) Employees (New Hire)

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

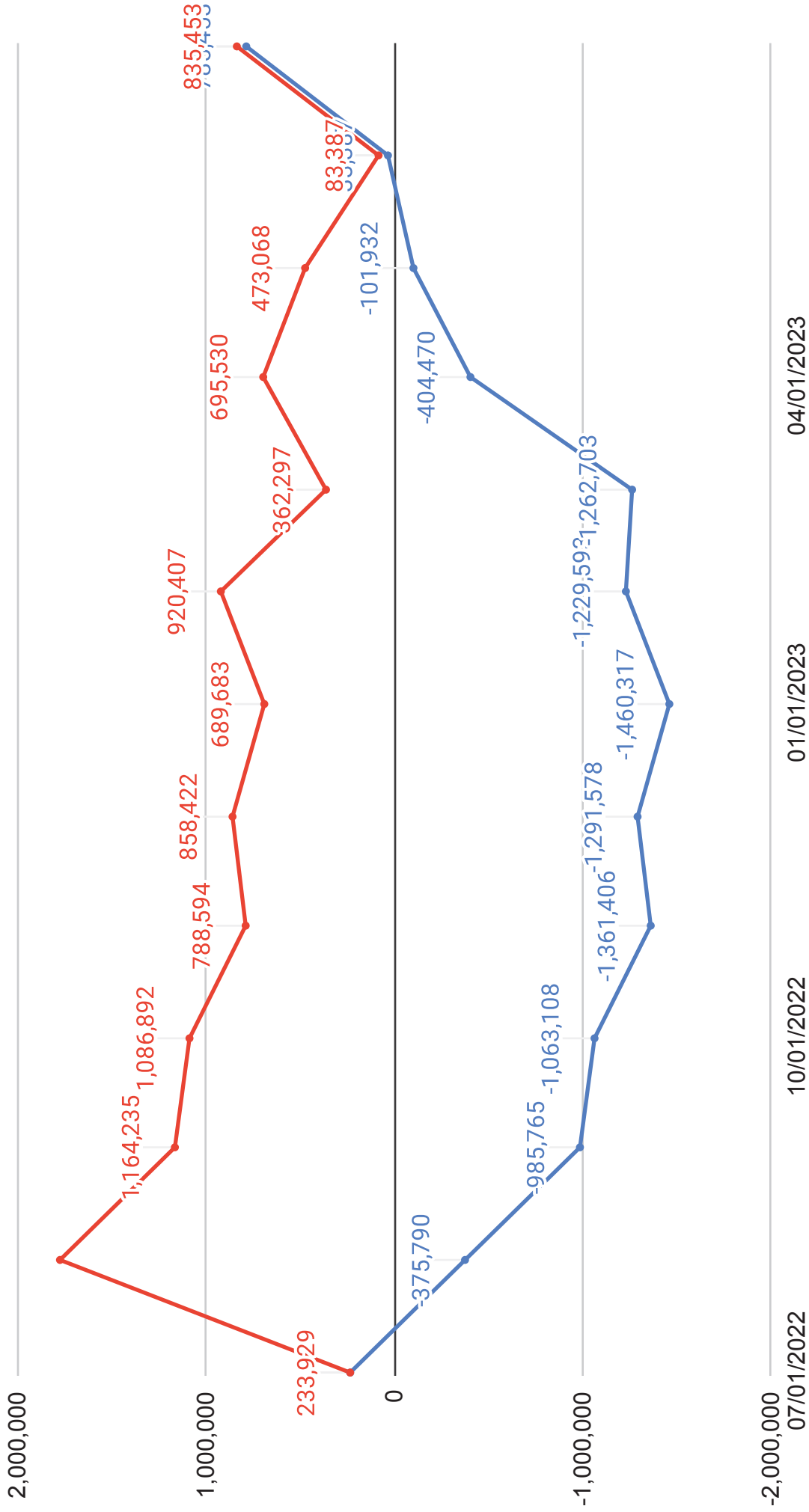


Pending Board Approval

EAA - Lucerne		2020-21	2020-21	2021-22	2022-23	2023-24	2024-25
FY 22.23 Adopted Budget Report		Unaudited Actuals	Audited Financials	Year End Projection	Projected Budget	Projected Budget	Projected Budget
June 2022		(Sept. 2021)	(Dec. 2021)	(Jun 2022)			
	ADA	546.58	546.58	675.55	870.57	957.63	1053.39
<b>REVENUE</b>							
	LCOFF	5,364,017	5,364,017	6,841,245	9,331,831	10,624,289	12,112,478
	Special Education - state	305,315	305,315	390,945	453,401	498,743	548,615
	CTEIG		179,877	86,875	86,875	86,875	86,875
	Educator Effectiveness			173,937	34,787		
	MTSS			0	50,000	50,000	50,000
	ELO			210,968	167,433		
	A-G Completion				150,000		
	Other State Revenue	224,706	272,594	170,061	173,896	191,286	210,414
	Special Education - federal	58,214	58,214	68,592	88,393	97,233	106,956
	Title I & II	67,106	67,106	72,603	93,562	102,919	113,210
	ESSER 1 & 2 & Other CV R	324,237	276,857	4			
	ESSER 3			265,789	100,000		
	PPP Forgiveness	668,800	668,800				
	Other miscellaneous	86,602	86,094	9,295			
	Total Revenue	7,098,997	7,278,874	8,290,314	10,730,178	11,651,344	13,228,548
<b>EXPENSES</b>							
	Salary Expense - certified	2,081,809	2,081,809	3,395,656	3,985,023	4,383,525	4,821,878
	Salary Expense - classified	345,559	345,559	468,102	553,222	580,883	638,971
	Total Salary Expense	2,427,367	2,427,368	3,863,758	4,538,245	4,964,408	5,460,849
	Benefits & Taxes	587,759	587,759	926,815	1,309,762	1,432,755	1,576,031
	Materials & Supplies	536,912	536,572	642,702	830,130	913,143	1,004,457
	Services & Operating Expen	2,874,527	2,922,246	2,701,363	3,857,974	4,050,873	4,658,504
	Interest Expense	17,659	17,658	35,094	36,182	0	0
	Total Expenses	6,444,224	6,491,603	8,169,733	10,572,293	11,361,179	12,699,841
	Net Surplus (Deficit)	654,773	787,271	120,581	157,885	290,165	528,707
	Beginning Fund Balance	565,244	565,244	1,352,515	1,473,096	2,057,338	2,347,503
	Ending Funding Balance	1,220,017	1,352,515	1,473,096	1,630,981	2,347,503	2,876,210
<b>ASSUMPTIONS:</b>							
	1) The average daily attendance (ADA) for the 2022-23 year is projected to be 870.57						
	2) 2022-23 Non-recurring revenue is projected to be \$302,220 (\$34,787 Educator Effectiveness, \$167,433 Expanded Learning Opportunities + \$100,000 ESSER 3)						
	3) CTEIG revenue is projected to be part of YOY recurring revenue, but future years are subject to change depending on state budgetary constraints.						
	4) All other 2022-23 revenue is a function of ADA.						
	5) COLA increase has been set in accordance with Governor's May Budget Revise, 6.56%						
	6) The FY 2022-23 beginning fund balance at June 30, 2022 is \$1,473,096, with a projected surplus of \$157,885, for a projected ending fund balance of \$1,630,981 at June 30, 2023.						

Proj 22.23		Trk B	%	Trk A	%	TOTAL	TOTAL ADA	
LU							FY 22.23	FY 21.22
	TK-3	221.23	25.41%				870.57	675.55
	4-6	159.67	18.34%					
	7-8	142.8	16.40%					
	9-12	169.8	19.50%	177.08	20.34%	346.87		
	<b>TOTAL</b>	<b>693.49</b>		<b>177.08</b>		<b>870.57</b>		

● Cash Balance ● With Borrowing





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## **LCFF Budget Overview for Parents**

Local Educational Agency (LEA) Name: Elite Academic Academy-Lucerne

CDS Code: 36750510136960

School Year: 2022-23

LEA contact information:

Meghan Freeman

CEO

[mfreeman@eliteacademic.com](mailto:mfreeman@eliteacademic.com)

(866) 354-8302 Ext. 703

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

## **Budget Overview for the 2022-23 School Year**

# Projected Revenue by Fund Source

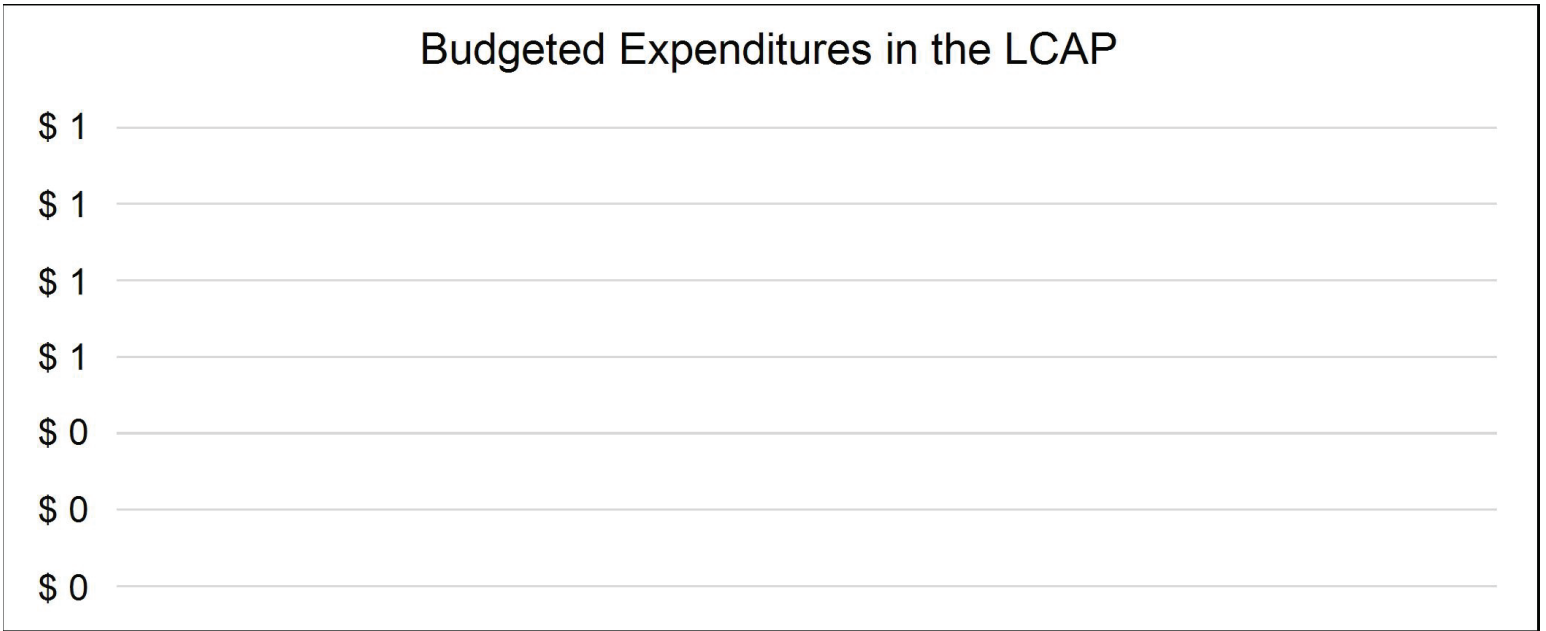
Total LCFF funds  
\$0  
0 %

This chart shows the total general purpose revenue Elite Academic Academy-Lucerne expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Elite Academic Academy-Lucerne is \$, of which \$ is Local Control Funding Formula (LCFF), \$ is other state funds, \$ is local funds, and \$ is federal funds. Of the \$ in LCFF Funds, \$ is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

# LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Elite Academic Academy-Lucerne plans to spend for 2022-23. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Elite Academic Academy-Lucerne plans to spend \$ for the 2022-23 school year. Of that amount, \$ is tied to actions/services in the LCAP and \$ is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

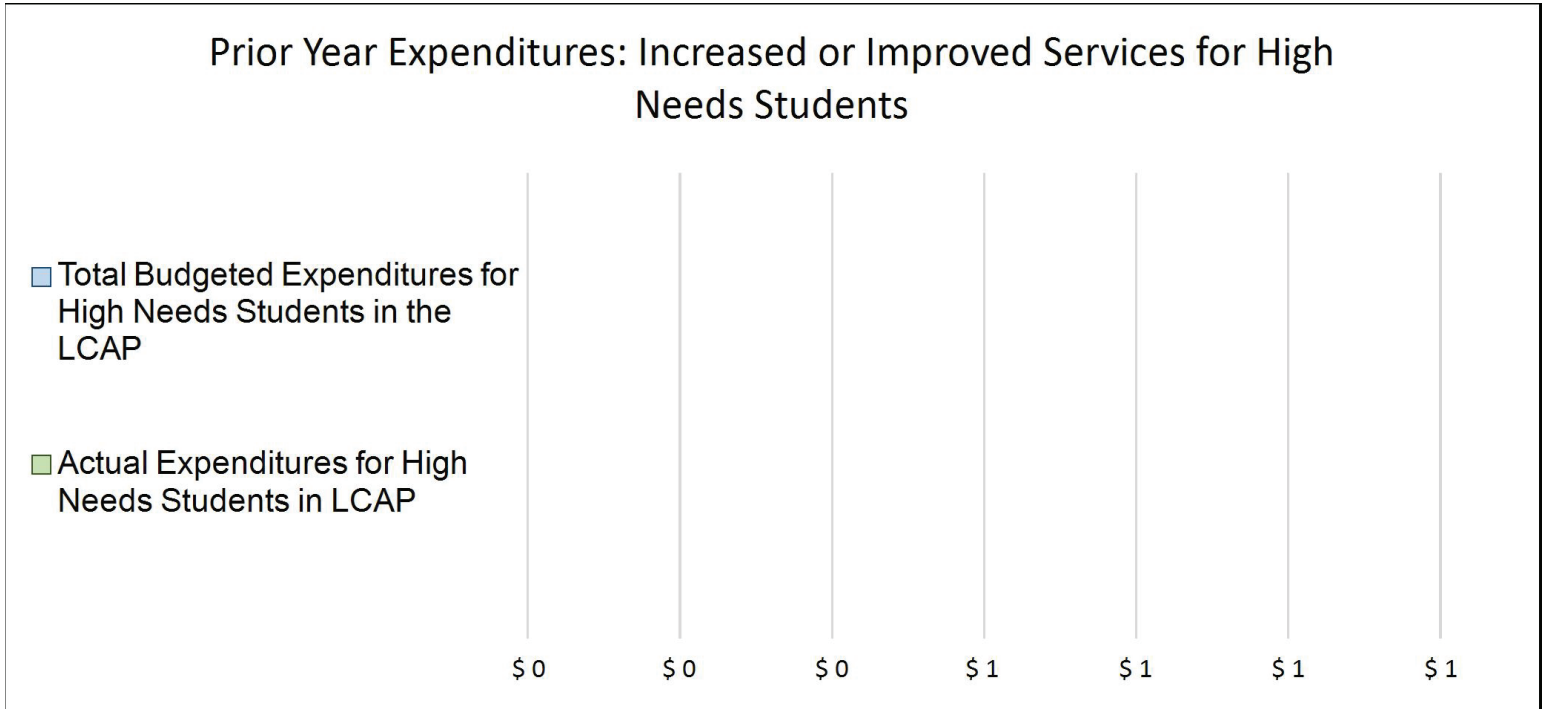
## Increased or Improved Services for High Needs Students in the LCAP for the 2022-23 School Year

In 2022-23, Elite Academic Academy-Lucerne is projecting it will receive \$ based on the enrollment of foster youth, English learner, and low-income students. Elite Academic Academy-Lucerne must describe how it intends to increase or improve services for high needs students in the LCAP. Elite Academic Academy-Lucerne plans to spend \$ towards meeting this requirement, as described in the LCAP.



# LCFF Budget Overview for Parents

## Update on Increased or Improved Services for High Needs Students in 2021-22



This chart compares what Elite Academic Academy-Lucerne budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Elite Academic Academy-Lucerne estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2021-22, Elite Academic Academy-Lucerne's LCAP budgeted \$ for planned actions to increase or improve services for high needs students. Elite Academic Academy-Lucerne actually spent \$ for actions to increase or improve services for high needs students in 2021-22.



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## Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Elite Academic Academy-Lucerne	Mrs. Meghan Freeman, M.ED. CEO	mfreeman@eliteacademic.com 866-354-8302

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).

We are a non-classroom-based school with a large geographic area. Due to the fact we do not have a physical school site, we were creative with how to communicate with our stakeholders and use digital platforms that are successful for us as a school. We sent draft plans of both the ESSER III and Expanded Learning Opportunities (ELO) grant to all stakeholders (parents, staff, and students) via Parent Square to allow for input on specific needs faced by students and the school. Results were collected both through a Google survey and during Parent Empowerment Workshops conducted via Zoom. We also invited community members to our Parent Empowerment Session.

The plans were also posted on social media platforms to invite community members, including tribes and civil rights organizations, to have an opportunity for input as we do not have direct connections with those groups at this time. We also posted the Parent Empowerment flyer in hopes to increase engagement. We reached well over 2k stakeholders in multiple counties, over 300 business and local partners, with these posts with direct engagement of about 30 stakeholders and about 5 who took the time to fill out the survey.

In order to receive additional input on the funds' potential impact on homeless and foster youth, we consulted via phone with a social worker familiar with the families we serve, as well as community partners via phone and survey (over 300 partners currently like our social media page ) who work with Elite students, to ensure that our fund allocation would best mitigate the impact of COVID on this population. The data collected was accounted for in the creation of this plan.

The public was welcome to comment on each plan:

- ESSER III plan was presented at board meeting on October 2, 2021
- ELO plan was presented on April 19, 2021
- LCAP plan was presented on May 23, 2022

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

The additional concentration grant add-on funds were used to increase our Student Support Team. By expanding the services of the Student Support team, we were able to provide additional academic support to all struggling students, which includes low-income, English learners, and/or foster youth. Previous support was limited to course-specific tutoring or computer-adaptive literacy programs like FastForWord.

Now with increased support, Academic Coaches, Content Teachers, TOSAs, and Instructional Aides can provide research-based targeted Tier 2 small group math and literacy intervention based on iReady benchmark assessments and CAASPP data. These interventions include weekly lessons focused on targeted learning gaps by our expanded team, and a tutoring hub that coordinates small group meetings and provides a communication hub for coaches-teachers-students-families so that all are working together to increase student achievement.

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

In partnership with our LCAP and ELO plans, we took the time to ensure meaningful participation. We are a non-classroom-based school with a large geographic area. Due to the fact we do not have a physical school site, we were creative with how to communicate with our stakeholders and use digital platforms that are successful for us as a school. We sent the draft plan to all stakeholders (parents, staff, and students) via Parent Square Oct 1st to allow for input on specific needs faced by students and the school. Results were collected both through a Google survey and during a Parent Empowerment Workshop on Oct 20 that was conducted via Zoom. We also invited community members to our Parent Empowerment Session. We had over 30 staff/parents/community members present to provide feedback and input.

The ESSER plan/survey feedback was also posted on social media platforms to invite community members, including tribes and civil rights organizations, to have an opportunity for input as we do not have direct connections with those groups at this time. We also posted the Parent Empowerment flyer in hopes to increase engagement. We reached well over 2k stakeholders in multiple counties, over 300 business and local partners, with these posts with direct engagement of about 30 stakeholders and about 5 who took the time to fill out the survey.

In order to receive additional input on the funds' potential impact on homeless and foster youth, we consulted via phone with a social worker familiar with the families we serve, as well as community partners via phone and survey (over 300 partners currently like our social media page ) who work with Elite students, to ensure that our fund allocation would best mitigate the impact of COVID on this population. The data collected was accounted for in the creation of this plan.

The public was also welcome to comment on the draft plan at a board meeting on October 2, 2021, which was posted on our website, and any physical meetings spaces to allow the public to attend.

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

As a non-classroom-based school, the health and safety of students, educators, and other staff is ensured through virtual meetings. When meeting in person, a COVID pre-screening is conducted and all participants are required to comply with regional COVID safety requirements.

Contact tracking is conducted through the documentation obtained during prescreening. With these safety components in place, we focused on four initiatives with our ESSER funds:

1. Provide a 9-12 Year-round track to increase the academic days and reduce the summer slide for low-income, EL, Foster Youth, and students that need credit recovery. There will be CTE pathway discovery, SEL classes, reviewing of essential skills, enrichment, and the opportunity for students to get ahead.

**Challenges:** Student engagement was a challenge as many students had struggled during the traditional school year with online learning. We had a 35% drop rate from the beginning of the first learning period until the end. Students did not want to attend Live Sessions and tutoring services. Over 50% of the students in both Life A and Life B did not complete one of their courses.

**Success:** Orientation Meetings were well attended. Students who completed their courses earned credit for two high school courses. Students' grades were updated within 48 hours once assignments were completed. Instructional Assistants were added as a level of support. Students and teachers felt supported with all the support we had in place. 95% of students who attended study sessions completed both of their courses.

2. Provide a K-8 Targeted Acceleration program over the summer months for EL, Foster, Low Income and student performing low on local and state assessments. Credentialed teachers will work in small group, 1/1 and focus on accelerating targeting standards and working to close achievement gaps.

**Challenges:** Engagement was a challenge for students during their summer break. Less than 50% of students attended their clubs on a regular basis. 30% of the students identified as needing literacy support logged into their Fast Forward program.

**Success:** The students who participated did show growth in literacy and math skills. Fast Forward participation for students who did attend was at 85% and their completion rate was over 100%.

3. Expand the services of the Student Support team to provide additional academic support to struggling students (ALL Students). Previous support was limited to course-specific tutoring or computer adaptive literacy programs like FastForWord. Academic Coaches, Content Teachers, TOSAs, and Instructional Aides to provide research-based targeted Tier 2 small group math and literacy intervention based on iReady benchmark assessments and CAASPP data.

**Challenges:** Appropriate grouping of students across the academies is a struggle with so many data variables. With that, making sure we are using online programs and coaches appropriately requires training and oversight that takes a lot of time.

**Success:** The Director of Assessment, Director of At-Promise and Student Services Coordinator were able to collaborate and develop a system for not only identifying struggling students, but also identifying their specific Reading and Math skill gaps and devising targeted support. Progress monitoring via Progress Reports and MOY assessments has effectively measured effectiveness of support. The incorporation of growth mindset training and language has also been a success.

4. 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.

**Challenges:** The system was initially designed for one-one tutoring. We had to revise the system to fit the needs of small group tutoring. We also needed to adjust the timing and length of sessions. Our first six-week session was too short, and we underestimated the time it takes to do the behind the scenes work to set up new data

**Successes:** The platform eliminates a lot of administrative work for the tutor/coach. It effectively housed student session notes and sent out appointment reminders, which increased attendance and communication between all involved parties.

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA's 2021–22 LCAP and Annual Update.

Elite Academic Academy Lucerne's state, local and federal funds for the 2021-22 school year totals \$8.7 million. This total includes \$249 thousand in federal relief funds from the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan, \$198 thousand for AB 86 Expanded Learning Opportunities Grant and \$161 thousand for the Career Technical Education Incentive Grant. Through December 2021, approximately 48.2% of the total funds allocated for this school year have been spent on specific actions related to the district goals of: 1.) student academic growth and proficiency, 2.) student and family engagement, and 3.) safe and exceptional learning environments. The Expanded Learning Opportunities Expenditure Plan (adopted May 2021) and the ESSER III Expenditure Plan (adopted October 2021), along with the Safe Return to In-Person Instruction and Continuity of Services Plan all serve to align and enhance the goals and actions of the adopted LCAP, and to provide standards of performance for all spending initiatives.

## **Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year**

*For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local*

## **Introduction**

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA’s educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents
- The 2021–22 Supplement
- The 2022–23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA’s 2022–23 LCAP.

## **Instructions**

Respond to the following prompts, as required. In responding to these prompts, LEAs must, to the greatest extent practicable, provide succinct responses that contain a level of detail that will be meaningful and accessible for the LEA’s educational partners and the broader public and must, to the greatest extent practicable, use language that is understandable and accessible to parents.

In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

**Prompt 1:** “A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).”

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

**Prompt 2:** “A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.”

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California Education Code Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

**Prompt 3:** “A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.”

If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (<https://www.cde.ca.gov/fg/cr/relieffunds.asp>) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (<https://www.cde.ca.gov/fg/cr/>) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

**Prompt 4:** “A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.”



If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA's implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

**Prompt 5:** "A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA's 2021–22 LCAP and Annual Update."

Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA's 2021–22 LCAP. For purposes of responding to this prompt, "applicable plans" include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

California Department of Education  
November 2021



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## Local Control Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

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

## Plan Summary [2022-23]

## General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

### Elite Academic Academy-Lucerne

#### Mission Statement

Elite Academic Academy is committed to pursuing and maintaining educational excellence and unparalleled flexibility to achieve academic distinction in an independent study platform.

#### Vision

Elite Academic Academy harnesses the power of flexible learning environments to provide a superior education for our students. Working with all stakeholders, we will create an individualized learning environment designed to enable each student to gain the skills necessary to achieve their long-term educational, professional, and personal goals and dreams.

#### About Elite Academic Academy

Elite Academic Academy-Lucerne (EAA-L) TK-12 is the premier independent study educational option. We focus on flexible individualized home schools and virtual/blended academies for students who are not successful or choose not to attend traditional brick-and-mortar schools. EAA provides high-quality and rigorous standards-based virtual and traditional curriculum options. Currently, EAA-Lucerne serves 593 students across its three programs (Virtual, Homeschool, and Flex). EAA-L serves a diverse group of students from all ethnicities, backgrounds, and cultures. The most prevalent race is white, with 38.40% followed by African American or Black with 20.40% and 20.40% Latino. The least prevalent races are Samoan, Nicaraguan, Asian Indian, Filipino, and Korean. .07% of our student population are English Language Learners, 43.40% of students are socio-economically disadvantaged, 11.40% are in Special Education and 97.10% of students are in permanent housing.

We also provide unique academies with emphasis on Elite Athletics and Career Technical Education (CTE) opportunities to ensure our students graduate ready for college and career. Elite Academic Academy defines success in the 21st Century for our students as an ability to responsibly and individually set goals and become self-motivated, as well as to be competent and prepared for the challenges ahead, and to develop an appreciation for lifelong learning. EAA prepares students to be individual and motivated thinkers and to ask for help when needed, but also to be prepared and confident when stepping out on their own. We assess for the fulfillment of these signs of success through a variety of measures such as State Standardized testing, Teacher observations and Teacher created tasks, Scranton Testing, Parent/Teacher/Student Learning Period meetings, report cards, portfolios, learning journals, presentations, labs, quizzes, and finals.

We recognize that life is not always easy; however, cognitive processes and inherent self-value are significant in the pursuit and attainment of personal goals and dreams. We challenge students to develop an appreciation for the knowledge, and we make the educational material meaningful for students.

Students enrolled in grades TK-12 will have different learning opportunities and a variety of educational options with which to meet and exceed the demands of being successful in the 21st century.

## Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

Elite Academic Academy Lucerne is NCAA Approved and WASC Accredited with a 6-year accreditation that was awarded upon WASC renewal in 2022. EAA also has an extensive list of UC/CSU A-G approved courses that have been adopted from online publishers, as well as written by Highly-Qualified Credentialled Subject Matter Experts. EAA-Lucerne also has multiple complete Career Technical Education (CTE) pathways that are supported by Highly-Qualified CTE credentialled teachers, and community partners, and has started to expand with the help of the CTE Incentive Grant. Students are also supported by community partners for the enrichment and athletic support, as well as our own Highly-Qualified Credentialled teachers in Visual and Performing Arts, Marketing, and Hospitality. Elite Academic Academy has also implemented the Social and Emotional Learning pathway by partnering with the Ambassadors Corporations and implementing courses for students in middle and high school to gain social and emotional awareness. Elite Academic Academy has also created a school culture of connections by creating programs, clubs, workshops, prom, in-person field trips, student leadership retreats, and parent-teacher meetings that are inclusive of all students. Education Elite Academic Academy focuses on students becoming positive global citizens with the industry and emotional skills to complete in the future workforce. Our school also applied for the MTSS grant and was awarded the grant to support the development of our MTSS program. We currently have students working in small groups with academic coaches who house student data and collaborate and communicate the data with the teachers and administrators. The support of our "At Promise" department has helped to support the closing of the achievement gap. Student participation and engagement have also improved thanks to the various clubs and virtual field trips throughout the school year. Students are engaging in the Podcast Club, athletic challenges, Visual and Performing Arts activities, and connecting with Nature through the Quest Crew club. Our Social and Emotional Learning courses have also had a significant impact on students, while our Kindness Ambassador students have started to define a school culture of kindness, sharing, and collaboration. Our IT department has expanded and has made significant changes to support students with technology to ensure they have access to curriculum, courses, teachers, and tutors. The IT department has also worked hard to ensure our students who are working from home are safe from internet dangers.

## Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

Closing achievement gaps in ELA and Math continues to be the main goal moving forward. Although we are not able to assess our progress on CAASPP due to the pandemic, we know that our students have made gains in both Math and ELA due to our focused intervention programs and i-Ready results; however, our students still have great gains to make in order to reach proficiency. We are often challenged with students who come to our school severely skill and credit deficient; knowing this, we work quickly and swiftly to create academic plans to accelerate their learning. Students will get access to, and participate in, target intervention using our MTSS processes and small group tutoring sessions. Using our MTSS process, students who are performing a 1 or 2 on CAASPP, or are identified as below proficiency levels on district assessments, are automatically enrolled in these intervention-based courses/programs with the support of the high-qualified teacher.

## LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

### Goal 1:

We will improve the academic achievement of all students through predominant instructional practices, a guaranteed and viable curriculum, and standard-aligned assessments. This will be measured by our ability to meet or exceed our authorizing district CAASPP ELA and Math Scores.

### Measuring Metrics:

CAASPP, LPAC, PFT data, SST Exit data, Dual Enrollment, A-G Completion, i-Ready data, Graduation Rates, Professional Development Staff Survey, LCFF Evaluation, Compliance Audits, Progress Reports, Report Cards

### 1.1

Academic Achievement through aggregate instructional practices.

### 1.2

Student Academic Performance Monitoring and establishing clear and measurable goals.

### 1.3

Students have equitable access to Common Core-aligned viable curriculum and materials.

### 1.4

Professional Development to support effective teaching

### 1.5

Management of Fiscal, operational, and technological resources to support students, staff, and the community.

**Goal 2: Build Family and Community**  
Establish connections and partnerships with our families and community to increase engagement, and involvement, ensure safety and satisfaction and support student learning and achievement.

Measuring Metrics:

Parent/Staff/Student Survey results  
Social Media Engagement average  
Average attendance at Virtual Workshops  
Suspension/Expulsion Data

2.1 School-Based Enrichment Activities

(All Students)

2.2

Meaningful and Transparent Communication

(All Students)

2.3

Safe Learning Environment

(All Students)

2.4

English Language Family Support

(EL)

2.5 Engaging the Community

**Goal 3: MTSS**

Support students with academic support and interventions, as well as appropriate social-emotional supports, to meet their needs in a supportive environment through the implementation of the Multi-Tiered Systems of Support (MTSS) framework.

Measuring Metrics:

Summative ELPAC results  
EL Reclassification  
iReady ELA and Math Growth Scores for MTSS students  
Attendance at MTSS Tutor Sessions  
Chronic Absenteeism rate  
ADA

3.1

MTSS System Monitoring

3.2 EL Proficiency Monitoring

- (EL)
- 3.3 Provide Academic and Re-Engagement Support to Struggling Students (All)
- 3.4 Establish Social-Emotional and Physical Health Services for students and staff.
- 3.5 Provide MTSS Professional Development for all Staff (All)
- 3.6 Access to Technology (SpEd, EL, FY, etc)
- 3.7 Offer Year-Round Track for credit recovery, advancement, and enrichment
- Goal 4:  
We will prepare secondary students to graduate from school with opportunities and preparation for college and careers.
- Measuring Metrics
- CTE Course Enrollment
- CTE Pathway Completion
- A-G Completion
- AP Course enrollment/completion/AP test scores
- FAFSA completion
- CTE Industry Certifications
- 4.1 Career Technical Education Program Pathways
- 4.2 Assessment & Articulation for post-secondary preparation
- 4.3 College and Career Counseling
- 4.4 Professional Development for College and Career

## **Comprehensive Support and Improvement**

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

### ***Schools Identified***

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

N/A

### ***Support for Identified Schools***

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

N/A

### ***Monitoring and Evaluating Effectiveness***

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

N/A



# Engaging Educational Partners

A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.

Involvement Process for LCAP and Annual Update  
Family Entrance/Exit Survey - Upon Student Enrollment/Exit  
Family and Staff Satisfaction Survey sent yearly via Panorama

LCAP Annual Review Meetings were held. Parents, Staff, and community partners were invited to participate and give input. The meetings were recorded and posted for families who could not attend so that input could still be provided to the CEO. This meeting was held on May 23, 2022.

Leadership Meetings were held bi-monthly throughout the school year to inform the LCAP process and gather information about growth towards meeting the goals.

Authorizer Presentation and Update: March 11, 2022

Board of Directors: LCAP Draft Review and Input: 6/09/2022

Board of Directors: Public Hearing: 6/09/2022

Final Approval: 6/2022

A summary of the feedback provided by specific educational partners.

All leadership stakeholders completed a summary of work towards our overall goals and objectives. Community members and parents also discussed their ideas and concerns during the LCAP meeting on May 23, 2022. A student and parent survey also helped to gather information and feedback.

A description of the aspects of the LCAP that were influenced by specific input from educational partners.

Leadership/ Lead Teachers worked to update and provide feedback on every action item for the LCAP. Parents were given assessment data, achievements to date.

# Goals and Actions

## Goal

Goal #	Description
1	We will improve the academic achievement of all students through predominant instructional practices, a guaranteed and viable curriculum, and standard-aligned assessments. This will be measured by our ability to meet or exceed our authorizing district CAASPP ELA and Math Scores.

An explanation of why the LEA has developed this goal.

To improve the academic achievement of “ALL” students we must review assessment data in ELA and Math, identify students who need targeted intervention and implement best practices to promote student progress and increase our CAASPP Baseline Data. This also was developed to meet state and local priorities:

- Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 7: Course Access (Conditions of Learning)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CAASPP	Math All Students: 38% Met or Exceeded ELA All Students: 58% Met or Exceeded	Math All Students: 46% Met or Exceeded ELA All Students: 67% Met or Exceeded			ELA: 80% Math: 60%
Staff Safe & Orderly School Survey Completion	100% Staff Survey completion	100% Staff Survey completion			

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
iReady Assessment: Reading At/Above Grade Level	34%				55%
iReady Assessment: Math At/Above Grade Level	26%				45%
Compliance Reporting					
SST data	61	29			20

## Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Academic Achievement through aggregate instructional practices.	We will improve the academic achievement of all students through predominant instructional practices, guaranteed and viable curriculum, and standard aligned assessments in language arts and mathematics to promote student progress of all students, including English Learners, other unduplicated student groups, and students with disabilities. This will be measured by our ability to meet or exceed our authorizing district CAASPP ELA and Math Scores.	\$440,000.00	No
1.2	Student Academic Performance Monitoring and establishing clear and measurable goals.	Evaluate the students' academic performance data based on local and state assessments in order to provide targeted interventions, acceleration and monitor the progress toward achievement goals for each individual student.	\$2,397,347.00	No
1.3	Students have equitable access to Common Core	All students will have access and opportunity to learn critical content and common core standards of the curriculum through the use of online digital courses, offline courses/curriculum, supplemental	\$680,270.00	No

Action #	Title	Description	Total Funds	Contributing
	aligned viable curriculum and materials.	materials, community partner educational opportunities, and A-G-approved courses.		
1.4	Professional Development to support in effective teaching	Job-embedded professional development, observations of peer-to-peer observations and discussions related to instructional growth goal and the use of rubrics and student achievement data to inform, guide, and improve instruction. Professional Development opportunities will also be provided to teachers by contracted services and in-house leadership to effectively guide credentialed teachers and highly qualified staff to enhance their pedagogical skills through personal reflection and professional growth plans.	\$17,889.00	No
1.5	Management of Fiscal, operational and technological resources to support students, staff, and community.	Operations and business services work in collaboration with contracted industry experts to manage its fiscal, operational, technological, and compliance to ensure high-quality reporting and alignment with Educational Code. Operations of the charter are maintained and controlled through the collaborative certificated and classified management team of the Business Department and Cabinet: Chief Executive Officer, Chief Academic Innovation Officer, Directors, and Chief Student Development Officer.	\$1,952,243.00	No

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Elite Academic Academy continued its stride toward will improving the academic achievement of all students through predominant instructional practices, a guaranteed and viable curriculum, and standard-aligned assessments. This can be seen through the data of the i-

Ready and CAASPP score improvements and student improvements in test scores. Staff also implemented the use of curriculum, digital courseware, and interventions/accelerations with fidelity. A-G courses were written within Elite Academic Academy and approved by the UCOP. Professional Development was ongoing throughout the school year with the help of a curriculum coordinator and academic leadership team. All action items were followed through and progress made.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

Elite Academic Academy has been strategic and specific about the goals for the 21/22 school year. We kept up with curriculum changes, supplying students and staff with appropriate supplies, books, and materials, and provided targeted and meaningful instructional practices through continuous student academic monitoring and support.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

**A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.**

# Goals and Actions

## Goal

Goal #	Description
2	Establish connections and partnerships with our families and community to increase engagement, involvement, ensure safety and satisfaction, and to support student learning and achievement.

An explanation of why the LEA has developed this goal.

We recognize that students who attend school regularly have been shown to be engaged, achieve at higher levels, and graduate from high school.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Chronic Absenteeism	11.5%				8.5%
Suspension/Expulsion	0%				0%
ADA	628.57	675.8			
Parent/Staff Student Survey Results					
Social Media Interaction through Instagram Followers	884	1289			1800
Website Traffic Coming from a Direct Link	33%				40%

## Actions

Action #	Title	Description	Total Funds	Contributing
2.1	School-Based	Continue to support innovative projects that support student learning	\$495,210.00	No

Action #	Title	Description	Total Funds	Contributing
	Enrichment Activities	and growth, such as clubs, VAPA, field trips, community events, guest speakers, and outreach.		
<b>2.2</b>	Meaningful and Transparent Communication (All Students)	Provide students, parents, staff, and the community with formal and informal ways to provide input regarding the school through social media, marketing, communication apps, CEO Council, Parent Empowerment workshops, and other outreach opportunities.	\$216,591.00	No
<b>2.3</b>	Safe Learning Environment (All Students)	The charter will continue to maintain a safe learning environment for all students by training the teachers on safe practices and participation in mandated training through Safe Schools. Fingerprinting and vetting all contracted service providers. School-wide safety plans will be created and implemented, as necessary. IT will continue safe technology by monitoring student web access through student-issued Chromebooks.	\$150,000.00	No
<b>2.4</b>	English Language Family Support (EL)	Notices, reports, statements, or records, and conferences to a parent or guardian, will be translated in parent/guardian native language, as needed and required by law.	\$30,000.00	Yes
<b>2.5</b>	Engaging the Community	Through staff professional development and parent empowerment workshops, provide training on strategies to support the success of the whole school as well as individuals within the school.	\$10,000.00	No

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

The continued building of student clubs and field trip activities, virtual and in-person, increased this year for all students. Our first high school prom was also held for student school-based activities and the support of innovative projects to increase student and parent engagement continued to be successful. Panorama Ed continued to be a great way to survey the climate of our school and gain community input. Our ParentsSquare app continued to be a successful tool for parent, student, and staff communication, and our Parent Empowerment workshops gave parents a voice for their students' education and partnership with Elite. Staff was also given postcards to send to students, which was a great way to connect with students and make them feel included in a school that is a non-classroom-based school. Our Human Resources & Community Relations Department was diligent in following up with DOJ Fingerprinting and Safe School training to keep in compliance. The use and purchase of Securly to keep students safe through the use of their school-issued Chromebooks was also a success. The implementation of our CEO Think Tank Counsel also gave staff a voice and continued the path to reaching our goal of increased engagement and partnerships.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

EAA has been strategic and specific in its goals for the 2021/22 school year. Being able to come back to activities and participate in-person after COVID restrictions were lifted was a huge milestone to making progress toward the goals. Team building events such as the ropes course at the Pali Institute for students and also family activities such as Whale watching and club hikes helped to build a community and increase engagement/involvement. Our Parent Empowerment workshops were also a great tool placed for parents to learn strategies to support the success of their students, however, our goal is to increase parent involvement with this for next year, as it is sometimes difficult to have parents attend so many activities or workshops because of their busy lives.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

N/A



**A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.**

# Goals and Actions

## Goal

Goal #	Description
3	Support students with academic supports and interventions, as well as appropriate social-emotional supports, to meet their needs in a supportive environment through the implementation of the Multi-Tiered Systems of Support (MTSS) framework.

An explanation of why the LEA has developed this goal.

We recognize that students need support in not only academics but also social-emotional support. Using a MTSS that supports students in the independent studies model is needed to help and support students.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Summative ELPAC Results	N/A Population too small	Not Yet Available			
EL Reclassification	10%	8%			12%
Students Receiving MTSS Services that Meet Reading Typical Growth Goal as reported by iReady	45%	N/A - First Year of Data			53%
Students Receiving MTSS Services that Meet Reading Typical Growth Goal as reported by iReady	32%	N/A - First Year of Data			40%
English Learners that Meet Reading Typical	36%	N/A - First Year of Data			45%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Growth Goal as reported by iReady					
English Learners that Improve Placement Classification	32%	N/A - First Year of Data			40%

## Actions

Action #	Title	Description	Total Funds	Contributing
3.1	MTSS System Monitoring	<p>Analyze, interpret, and use data to determine efficacy of actions and services so that all students have the opportunity to learn the critical content of the curriculum. Provide data for academy directors and teachers.</p> <p>Establish clear and measurable goals that are focused on critical needs regarding improving overall student achievement. Monitor Low-Income pupils, Foster Youth, English Learners, and Students With Disabilities for proficiency on state and local assessments to ensure academic success and refer to the MTSS or IEP team or provide academic acceleration Work closely with the MTSS Director to ensure students are properly identified and referred for academic support. Administer local assessments three times a year to monitor student progress</p>	\$305,000.00	No Yes
3.2	EL Proficiency Monitoring (EL)	ELPAC results will be analyzed, reviewed, and shared with parents. Curriculum and EL minutes verified. Also, re-designation completed for students who qualify.	\$50,000.00	No Yes

Action #	Title	Description	Total Funds	Contributing
<b>3.3</b>	Provide Academic and Re-Engagement Support to Struggling Students	Through the student referral system, student data and family requests, support the review of individual, small group and community needs to determine appropriate interventions, and timelines for progress monitoring as defined by the MTSS program MTSS Instructional Coaches to provide targeted instruction on ELA and Math to students scoring two or grade levels below proficiency Host SST meetings and monitor progress towards goals Train staff on MTSS strategies and processes	\$312,500.00	No Yes
<b>3.4</b>	Establish Social-Emotional and Physical Health Services for students and staff.	School Guidance Counselor and Social Worker to offer small group sessions, 1:1 support, and teacher professional development on trauma informed practices. Offer CareSolace community partnership to families in need. Provide access to physical health and well-being services to support Social Emotional wellbeing.	\$425,000.00	No
<b>3.5</b>	Provide MTSS Professional Development for all Staff	Professional Development (PD) for all staff on the Multi-Tiered System of Support (MTSS) framework, tiers and strategies will be implemented and all staff will receive training over the next three years in an articulated implementation plan	\$160,000.00	No Yes
<b>3.6</b>	Access to Technology (SpEd, EL, FY, etc)	Increase Chromebook deployment to provide equitable access to technology resources, to include: CAASPP preparation for online testing environment Google Suite and other productivity tools	\$451,000.00	No Yes
<b>3.7</b>	Offer Year Round Track for credit	Provide a Year-round track of 200 days to increase the academic days and reduce the summer slide for low-income, EL, Foster Youth	\$1,500,000.00	No

Action #	Title	Description	Total Funds	Contributing
	recovery, advancement, and enrichment	students that allow for credit recovery, CTE pathway discovery, reviewing of essential skills, and the opportunity for students to get ahead.		Yes

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Our MTSS process was a main focus this year. We knew that as a result of the pandemic, we had students enrolled who had gaps in learning, learning loss, and a high need for mental/social health services. EAA followed through with creating a MTSS process unique to the students and school that begins with Tiered Interventions, a referral request, and a MTSS Instructional coach platform that provides targeted instruction on ELA and Math students who perform below proficiency. Another goal that was carried out this year was the hiring of our own School Social Worker. Our Social Worker was instrumental in providing professional development to staff, mental health services to students, and resources to our families. Providing an extended school year for students with our Credit Recovery/Acceleration Year Round track was also a goal that was carried out with fidelity this year and allowed some of our at-risk youth an opportunity to recover credits toward high school completion.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle

An explanation of how effective the specific actions were in making progress toward the goal.

The action items that support our LCAP goal 3 all played a role in being strategic and specific to making progress toward that goal. Increasing the mental health support, intervention support, EL support with our in-house EL designated support, access to technology and professional development were all instrumental and worked together to ensure our Multi-Tiered System of Support (MTSS) program was effective in supporting the whole child.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

We are looking forward to implementing more metrics in terms of student academic growth through out MTSS system and our in-house

student coaching program. Tracking the data on the program over the next few years will give us an opportunity to see growth and adjust our MTSS system, procedures and processes accordingly.

**A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.**

# Goals and Actions

## Goal

Goal #	Description
4	We will prepare secondary students to graduate from school school with opportunities and preparation for college and career.

An explanation of why the LEA has developed this goal.

It is our goal to ensure that when students graduate from Elite Academic Academy they are prepared for their 21st century future.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CTE Course Enrollment	15% participation	447 course participation			90% participation
A-G Completion	N/A	92.78%			95% completion
FAFSA completion	5%	32%			100%

## Actions

Action #	Title	Description	Total Funds	Contributing
4.1	Career Technical Education Program Pathways	Develop a comprehensive Career Technical Education Program for middle and high school, students that help align student strengths and interests to post-secondary goals and interests and increases Career Technical Education Pathways (CTE) to prepare students for the 21st-century workforce and global competencies.	\$257,500.00	No

Action #	Title	Description	Total Funds	Contributing
<b>4.2</b>	Assessment & Articulation for post-secondary preparation	Ensure all students have the opportunity for Advanced Placement, ACT, PSAT, & SAT exam preparation. Afford students fee waivers and fee support with the registration of Advanced Placement, ACT, PSAT, & SAT & Industry Certification exams, if applicable. Continue providing AP courses through accredited Curriculum providers and provide students with AP course textbook/materials.	\$15,000.00	No
<b>4.3</b>	College and Career Counseling	Students will complete courses that satisfy UC or CSU entrance requirements or programs that align with the State Board-approved CTE standards and framework. Support internship and job shadowing experiences for student career path interests Increase relationships with community college concurrently, dual enrollment or CTE courses. Support a comprehensive college application and College counseling for students Purchase of Industry Certification opportunities for CTE or college-bound students. Purchase of appropriate technology to support CTE learning goals/objectives. Continue with College and Career Counselor to guide and plan students' 4-year plan and post-secondary interests (NCAA, CSU/UC, Career)	\$100,000.00	No
<b>4.4</b>	Professional Development for College and Career	Provide teachers and staff with continued opportunities for Professional Development to support students for post-secondary options. AP Certified CTE Credentialing	\$10,000.00	No



Action #	Title	Description	Total Funds	Contributing
		Embedded Professional Development		
4.5				
4.8				

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

EAA continued to build Career Technical Education (CTE) pathways within the high school to support students for college and careers. The CTEIG Grant was once again awarded to the school to support the expansion of the pathways. Elite CTE teachers and HQT Single Subject credentialed teachers also continued to write their own A-G approved courses for students to have access to highly rigorous and relevant curriculum to prepare them for college and career. We also implemented a new World Language opportunity for students to meet their Foreign Language credits by taking American Sign Language. Our school counselor worked with students to complete the FAFSA and provided fee waiver options for qualifying students for AP exams, and SAT/PSATs. CTE students were also able to obtain industry certifications in their particular pathway such as Red Cross CPR Certifications, Marketing Canva, Twitter Certifications, and Drone Pilot licenses.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Analysis of the 2021-22 goals will occur during the 2022-23 update.

An explanation of how effective the specific actions were in making progress toward the goal.

The specific actions named under LCAP Goal 4 were very effective in making progress toward the goal. Our staff is continually receiving professional development to support our students with preparation for post-secondary options. Our CTE department is growing with CTE credentialed educators and curriculum options to support students with their interests. Our School counselor works with students to create 4-year plans and monitor their progress toward their 4-year plans to meet CSU/UC, CTE, NCAA or high school graduation requirements.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Goal 4 will remain unchanged. We will be working toward bridging our high school CTE programs to our middle school students in years to come.

**A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.**

# Goals and Actions

## Goal

Goal #	Description
5	

An explanation of why the LEA has developed this goal.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023-24

## Actions

Action #	Title	Description	Total Funds	Contributing

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

An explanation of how effective the specific actions were in making progress toward the goal.

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A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

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**A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.**

# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2022-23]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
823287	0%

## Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	Total Percentage to Increase or Improve Services for the Coming School Year
10.02%	0.00%	10.02%
	LCFF Carryover — Dollar	
	\$0.00	

**The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.**

## Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

To improve services for English Learners, an English Learner Master Plan was created to ensure that instructional services are provided to pupils with limited English proficiency, in conformity with federal requirements that are designed to ensure that all pupils have reasonable access to educational opportunities necessary for the pupils to achieve at high levels in English and in other core curriculum areas of instruction (SB1109). Since 2.9%(EI) and 48.7%(SED) of students are EL and Socio-economically disadvantaged (LI), EAA is committed to providing essential resources to remove opportunity gaps that exist for these pupils and ensure supports are in place to improve their academic outcomes and learning environment.

- Teacher, staff, and parent training/professional development, on the EL Master Plan, ELD instruction, SDAIE strategies, ELD progress, and reclassification will be provided. (EL)
- Notices, reports, statements, or records sent to a parent or guardian will be translated as needed. (EL)

- Low-income students are four and a half times more likely to drop out of high school; and, even those who are academically proficient, are far less likely to complete college. Programs must be implemented in a way that considers flexible scheduling, increasing engagement, and successful completion (The Science of Learning, 2016).]
- Provide high-quality instruction and curriculum that promotes college and career readiness with academic interventions. (All Students includes EL, FY, LI)
- Develop a comprehensive college and career readiness program for middle and high school students that helps align student strengths and interests to post-secondary goals; Increase Career Technical Education (CTE) opportunities (CDE) to prepare students for the 21st-century workforce and global competencies (All Students includes EL, FY, LI)
- Ensure all students have the opportunity for intensive CAASPP preparation; specifically, low-income, EL, Foster Youth students, and students with disabilities. (LI, FY, EL, SWD)
- Provide Year-Round Track to increase the academic days for services for low-income, EL, Foster Youth students that allow for credit recovery, reviewing of essential skills, and the opportunity for students to get ahead. (LI, FY, EL)
- SST processes to support students academically with proper systems of support and scaffolding (EL, FY, SWD, LI)
- Provide students with Community Partnerships and Athletic opportunities.
- Provide counseling services and community resources to students and parents.
- Multi-Tiered Systems of Support.
- Directing services to foster youth to support enrollment assistance, academic support, and social-emotional counseling necessary to meet college and career.
- Increase opportunities for parents to participate and provide input/decision-making through LCAP advisory meetings.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Closing the achievement gap and student outcomes are done through strategic investment, curriculum, and instruction. Elite Academic Academy is committed to ensuring all students graduate high school ready for college and career. Elite Academic Academy will establish connections and partnerships with families, community partners, and all stakeholders to increase engagement, involvement, ensure safety and satisfaction to support student learning and achievement. (All Students includes EL, FY, LI) Elite Academic Academy has budgeted a commensurate increase in funding to reach these subgroups that are principally directed and effective in meeting school-wide goals; specifically, the school will provide:

- Adaptive online/traditional content from a variety of curriculum options
- College & Career Readiness courses/curriculum from A-G Curriculum providers or Elite's own adopted A-G course catalog
- Technology equipment to support unduplicated pupils
- Local assessments to drive instruction and needs of unduplicated pupils
- Enhanced project-based learning
- SEL support through the hiring of a Social Worker, School Counselor and adopting an A-G SEL curriculum.
- College and Career options for EL, Foster, students
- A comprehensive curriculum for EL learners
- Assessment tools that drive and provides customized instructional resources for the Response to Intervention (RTI) program.
- Increased tutoring and intensive intervention support will be provided beyond for unduplicated pupils who are struggling and, in an effort, to close the achievement gap.
- Professional Development, TOSA positions, FastForWard, and At Promise/Student Services Department are specific to helping unduplicated pupils close the achievement gap
- Adding Mentoring and Coaching program and CTE pathways to support students and give hands-on real-world experiences for learning.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

<b>Staff-to-student ratios by type of school and concentration of unduplicated students</b>	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	40-1	
Staff-to-student ratio of certificated staff providing direct services to students	25-1	



## 2022-23 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$9,212,911.00	\$552,500.00	\$50,000.00	\$160,139.00	\$9,975,550.00	\$4,404,847.00	\$5,570,703.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Local Funds	Federal Funds	Total Funds
1	1.1	Academic Achievement through aggregate instructional practices.	All	\$440,000.00				\$440,000.00			\$440,000.00
1	1.2	Student Academic Performance Monitoring and establishing clear and measurable goals.	All	\$2,397,347.00				\$2,397,347.00			\$2,397,347.00
1	1.3	Students have equitable access to Common Core aligned viable curriculum and materials.	All	\$680,270.00				\$680,270.00			\$680,270.00
1	1.4	Professional Development to support in effective teaching	All	\$7,750.00				\$7,750.00		\$10,139.00	\$17,889.00
1	1.5	Management of Fiscal, operational and technological resources to support students, staff, and community.	All	\$1,952,243.00				\$1,952,243.00			\$1,952,243.00
2	2.1	School-Based Enrichment Activities	All	\$495,210.00				\$495,210.00			\$495,210.00
2	2.2	Meaningful and Transparent Communication (All Students)	All	\$216,591.00				\$216,591.00			\$216,591.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
2	2.3	Safe Learning Environment (All Students)	All				\$150,000.00	\$150,000.00
2	2.4	English Language Family Support (EL)	English Learners	\$30,000.00				\$30,000.00
2	2.5	Engaging the Community	All		\$10,000.00			\$10,000.00
3	3.1	MTSS System Monitoring	Students with Disabilities English Learners Foster Youth Low Income	\$305,000.00				\$305,000.00
3	3.2	EL Proficiency Monitoring (EL)	Students with Disabilities English Learners	\$50,000.00				\$50,000.00
3	3.3	Provide Academic and Re-Engagement Support to Struggling Students	Students with Disabilities English Learners Foster Youth Low Income	\$312,500.00				\$312,500.00
3	3.4	Establish Social-Emotional and Physical Health Services for students and staff.	All	\$250,000.00	\$175,000.00			\$425,000.00
3	3.5	Provide MTSS Professional Development for all Staff	Students with Disabilities English Learners Foster Youth Low Income		\$110,000.00	\$50,000.00		\$160,000.00
3	3.6	Access to Technology (SpEd, EL, FY, etc)	Students with Disabilities English Learners	\$451,000.00				\$451,000.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
3	3.7	Offer Year Round Track for credit recovery, advancement, and enrichment	Foster Youth Low Income Students with Disabilities English Learners Foster Youth Low Income	\$1,500,000.00				\$1,500,000.00
4	4.1	Career Technical Education Program Pathways	All	\$100,000.00	\$157,500.00			\$257,500.00
4	4.2	Assessment & Articulation for post-secondary preparation	All	\$15,000.00				\$15,000.00
4	4.3	College and Career Counseling	All		\$100,000.00			\$100,000.00
4	4.4	Professional Development for College and Career	All	\$10,000.00				\$10,000.00

**2022-23 Contributing Actions Table**

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF — Percentage from Prior Year	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
8215752	823287	10.02%	0.00%	10.02%	\$2,648,500.00	0.00%	32.24 %	<b>Total:</b>	\$2,648,500.00
								<b>LEA-wide Total:</b>	\$2,648,500.00
								<b>Limited Total:</b>	\$0.00
								<b>Schoolwide Total:</b>	\$0.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
2	2.4	English Language Family Support (EL)	Yes	LEA-wide	English Learners		\$30,000.00	
3	3.1	MTSS System Monitoring	Yes	LEA-wide	English Learners Foster Youth Low Income		\$305,000.00	
3	3.2	EL Proficiency Monitoring (EL)	Yes	LEA-wide	English Learners		\$50,000.00	
3	3.3	Provide Academic and Re-Engagement Support to Struggling Students	Yes	LEA-wide	English Learners Foster Youth Low Income		\$312,500.00	
3	3.5	Provide MTSS Professional Development for all Staff	Yes	LEA-wide	English Learners Foster Youth Low Income			
3	3.6	Access to Technology (SpEd, EL, FY, etc)	Yes	LEA-wide	English Learners Foster Youth Low Income		\$451,000.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
3	3.7	Offer Year Round Track for credit recovery, advancement, and enrichment	Yes	LEA-wide	English Learners Foster Youth Low Income		\$1,500,000.00	

## 2021-22 Annual Update Table

Totals		Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)		
Totals		\$8,186,980.00	\$5,645,944.00		
Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	Student Academic Performance	No	\$337,500.00	\$450,477
1	1.2	Targeted Monitoring	Yes	\$236,316.00	\$107,677
1	1.3	Equal Access to Common Core Aligned Materials/Content	No	\$935,000.00	\$608,436
1	1.4	Professional Development	No	\$84,135.00	\$44,223
1	1.7	Expanded Student Support Team Services	Yes	\$80,000.00	\$83,254
2	2.1	MTSS/RTI/At-Promise	No	\$50,000.00	\$60,066
2	2.2	Highly Qualified Teaching Staff and Professional Development	No	\$2,805,000.00	\$1,784,471
2	2.5	School Based Enrichment Activities	No	\$868,451.00	\$421,692
3	3.1	Meaningful and Transparent Communication	No	\$200,000.00	\$250,141

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
3	3.2	Mental/Physical Health	Yes	\$160,000.00	\$31,440
3	3.3	Safe Learning Environment	No	\$25,500.00	\$6,027
3	3.4	English Language Family Support	Yes	\$20,000.00	\$21,922
3	3.5	Leadership	No	\$666,057.00	\$435,464
3	3.6	Operations	No	\$757,271.00	\$788,217
3	3.7	Mental and Physical Health	No	\$63,750.00	\$13,050
4	4.1	CTE Program Creation	No	\$255,000.00	\$273,212
4	4.3	Assessment Preparation	Yes	\$110,000.00	\$72,523
4	4.4	Year Round Track	Yes	\$270,000.00	\$174,464
4	4.6	College and Career Counseling	No	\$178,000.00	\$19,188
4	4.7	Mentoring and Coaching	Yes	\$85,000.00	\$0

**2021-22 Contributing Actions Annual Update Table**

6. Estimated LCFE Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)	
\$648985	\$777,500.00	\$960,945.00	(\$183,445.00)	8.15%	15.57%	7.00%	
Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.1	Student Academic Performance	Yes	\$25,000.00	\$450,477	0.26%	7.43%
1	1.2	Targeted Monitoring	Yes	\$150,000.00	\$107,677	1.57%	1.78%
1	1.7	Expanded Student Support Team Services	Yes	\$80,000.00	\$83,254	0.84%	1.37%
3	3.2	Mental/Physical Health	Yes	\$80,000.00	\$31,440	0.84%	.52%
3	3.4	English Language Family Support	Yes	\$20,000.00	\$21,922	0.21%	.36%
4	4.3	Assessment Preparation	Yes	\$110,000.00	\$72,523	1.15%	1.2%
4	4.4	Year Round Track	Yes	\$227,500.00	\$174,464	2.39%	2.88%
4	4.7	Mentoring and Coaching	Yes	\$85,000.00	\$19,188	0.89%	.032%



**2021-22 LCFF Carryover Table**

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	\$6063262	LCFF Carryover — Percentage (Percentage from Prior Year)	8.16%	10. Total Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	18.86%	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	\$960,945.00	8. Total Estimated Actual Percentage of Improved Services (%)	15.57%	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	31.42%	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	\$0.00	13. LCFF Carryover — Percentage (12 divided by 9)	0.00%
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# Instructions

## [Plan Summary](#)

## [Engaging Educational Partners](#)

## [Goals and Actions](#)

## [Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

*For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at [lcff@cde.ca.gov](mailto:lcff@cde.ca.gov).*

## Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California Education Code [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
  - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
  - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
  - Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in EC sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for educational partners and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard (Dashboard), how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions that the LEA believes, based on input gathered from educational partners, research, and experience, will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

## **Plan Summary Purpose**

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

## Requirements and Instructions

**General Information** – Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

**Reflections: Successes** – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, input from educational partners, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

**Reflections: Identified Need** – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category or any local indicator where the LEA received a “Not Met” or “Not Met for Two or More Years” rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

**LCAP Highlights** – Identify and briefly summarize the key features of this year's LCAP.

**Comprehensive Support and Improvement** – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

## Engaging Educational Partners

## Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (EC Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

## Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for engagement of educational partners in the LCAP development process:

### Local Control and Accountability Plan:

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.
- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

**Prompt 1:** “A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.”

Describe the engagement process used by the LEA to involve educational partners in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required educational partners as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA’s philosophical approach to engaging its educational partners.

**Prompt 2:** “A summary of the feedback provided by specific educational partners.”

Describe and summarize the feedback provided by specific educational partners. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from educational partners.

**Prompt 3:** “A description of the aspects of the LCAP that were influenced by specific input from educational partners.”

A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the educational partner feedback described in response to Prompt 2. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by educational partner input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

## Goals and Actions

### Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

### Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

## **Focus Goal(s)**

**Goal Description:** The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

**Explanation of why the LEA has developed this goal:** Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

## **Broad Goal**

**Goal Description:** Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

**Explanation of why the LEA has developed this goal:** Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

## **Maintenance of Progress Goal**

**Goal Description:** Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

**Explanation of why the LEA has developed this goal:** Explain how the actions will sustain the progress exemplified by the related metrics.

## **Required Goals**

In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

**Consistently low-performing student group(s) criteria:** An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE’s Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Consistently low-performing student group(s) goal requirement:** An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA’s eligibility for Differentiated



Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

- **Goal Description:** Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA's eligibility for Differentiated Assistance.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

**Low-performing school(s) criteria:** The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the "All Students" student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Low-performing school(s) goal requirement:** A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.
- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

### **Measuring and Reporting Results:**

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g., high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–21 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g., graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Enter information in this box when completing the LCAP for <b>2021–22</b> .	Enter information in this box when completing the LCAP for <b>2021–22</b> .	Enter information in this box when completing the LCAP for <b>2022–23</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2023–24</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2024–25</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2021–22</b> or when adding a new metric.

The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

**Actions:** Enter the action number. Provide a short title for the action. This title will also appear in the action tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (**Note:** for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

**Actions for English Learners:** School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in EC Section 306, provided to students and professional development activities specific to English learners.

**Actions for Foster Youth:** School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

**Goal Analysis:**

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

## **Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students**

### **Purpose**

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA’s description in this section must align with the actions included in the Goals and Actions section as contributing.

### **Requirements and Instructions**

**Projected LCFF Supplemental and/or Concentration Grants:** Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of low income, foster youth, and English learner students.

**Projected Additional LCFF Concentration Grant (15 percent):** Specify the amount of additional LCFF concentration grant add-on funding, as described in EC Section 42238.02, that the LEA estimates it will receive in the coming year.

**Projected Percentage to Increase or Improve Services for the Coming School Year:** Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

**LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

**LCFF Carryover — Dollar:** Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

**Total Percentage to Increase or Improve Services for the Coming School Year:** Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 CCR Section 15496(a)(7).

#### **Required Descriptions:**

**For each action being provided to an entire school, or across the entire school district or COE, an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.**

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

**Principally Directed and Effective:** An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA’s goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7 percent lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action[s])

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100 percent attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

**COEs and Charter Schools:** Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

### **For School Districts Only:**

#### **Actions Provided on an LEA-Wide Basis:**

**Unduplicated Percentage > 55 percent:** For school districts with an unduplicated pupil percentage of 55 percent or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

**Unduplicated Percentage < 55 percent:** For school districts with an unduplicated pupil percentage of less than 55 percent, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions are the **most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

#### **Actions Provided on a Schoolwide Basis:**

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

**For schools with 40 percent or more enrollment of unduplicated pupils:** Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

**For school districts expending funds on a schoolwide basis at a school with less than 40 percent enrollment of unduplicated pupils:** Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

**A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.**

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

For any action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage. See the instructions for determining the Planned Percentage of Improved Services for information on calculating the Percentage of Improved Services.

**A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.**

An LEA that receives the additional concentration grant add-on described in EC Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of full time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

## Action Tables

Complete the Data Entry Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Data Entry Table, the Annual Update Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. With the exception of the Data Entry Table, the word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)



- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

## Data Entry Table

The Data Entry Table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included. In the Data Entry Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).  
See EC sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action is included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:
  - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
  - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
  - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
    - **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
  - **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
  - **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
  - **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
  - **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
  - **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
    - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.
- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

## Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the 'Contributing to Increased or Improved Services?' column will need to be checked to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses.

## Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

## Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the 'Contributing to Increased or Improved Services?' column to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
  - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

## LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

## Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

### Contributing Actions Table

- 4. Total Planned Contributing Expenditures (LCFF Funds)
  - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column
- 5. Total Planned Percentage of Improved Services
  - This percentage is the total of the Planned Percentage of Improved Services column
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)
  - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

### Contributing Actions Annual Update Table

- Pursuant to EC Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”
- 6. Estimated Actual LCFF Supplemental and Concentration Grants
    - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
  - 4. Total Planned Contributing Expenditures (LCFF Funds)
    - This amount is the total of the Last Year’s Planned Expenditures for Contributing Actions (LCFF Funds)

- 7. Total Estimated Actual Expenditures for Contributing Actions
  - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
  - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
  - This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
  - This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
  - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

**LCFF Carryover Table**

- 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)
- This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)
  - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- 12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)
  - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- 13. LCFF Carryover — Percentage (12 divided by 9)

- This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education  
January 2022

# Lucerne Local Control Accountability Plan (LCAP) & Local Indicators

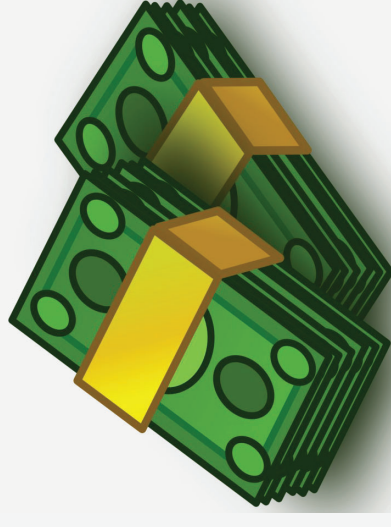






## Local Control Funding Formula (LCFF)

- California's education funding system
- ❖ Provides more flexibility and local control in decisions regarding student achievement
  - ❖ Involves parents, students and teachers in decisions about academic programs and expenditures
  - ❖ Includes funding for at-risk / high need students

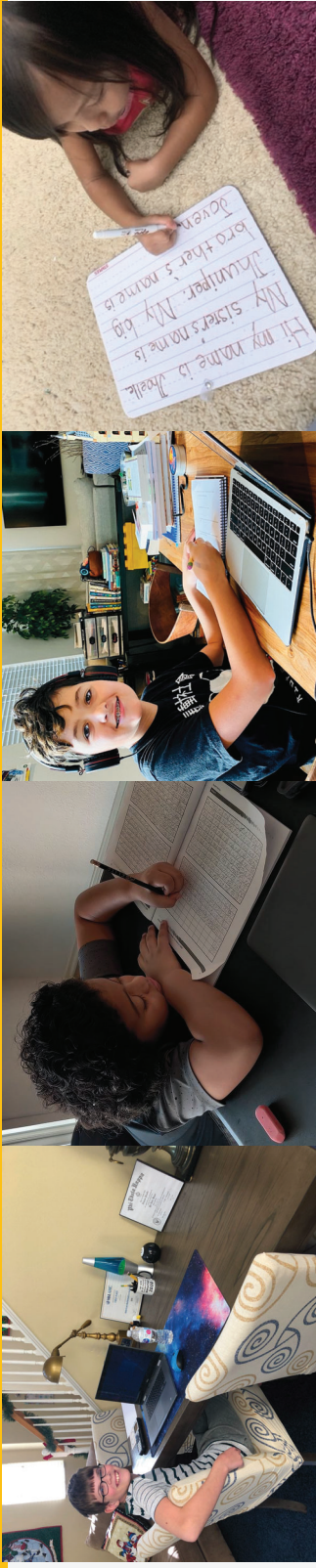




## Local Control and Accountability Plan (LCAP)

Local Control Funding Formula (LCFF) requires our school to develop a three-year plan listing our goals, action steps and spending to achieve specific student outcomes.

LCAP is the three-year plan.



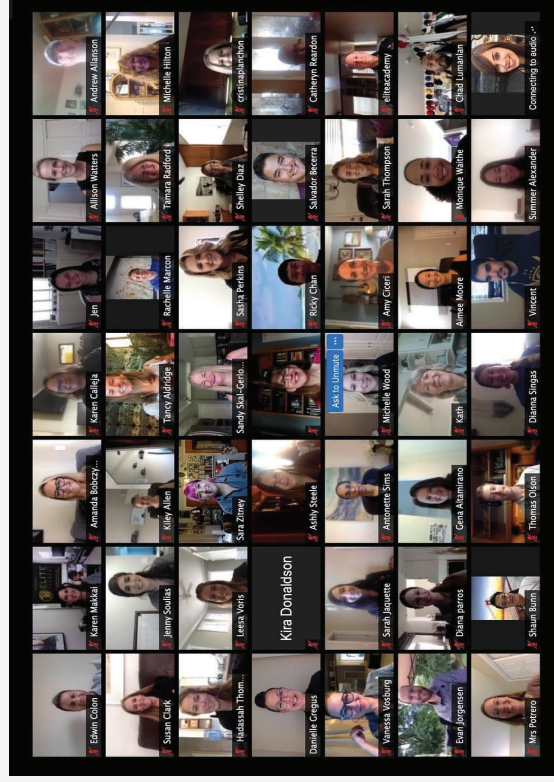
## 8 State Priorities



- Basic Services
- Implementation of State Standards
- Course Access
- Student Achievement
- Other Student Outcomes
- Student Engagement
- Parent Involvement
- School Climate



## Educational Partner Input



- ❑ Parent and Student Surveys indicate areas of strength, and areas for growth, related to the eight state priorities.
- ❑ Parent Empowerment Workshops offer an opportunity to provide input regarding goals and actions for student achievement.
- ❑ Staff Collaborative Groups provide input on developing goals and actions through group activities.



# Student Data Drives LCAP Goals



Progress towards LCAP Goals is measured by different metrics or measures.

- ☐ Attendance Rates
- ☐ Language Proficiency
- ☐ Drop-Out Rates
- ☐ Internal and External Test Scores



# Lucerne LCAP



## LCAP Goals

1

Improve academic achievement for all students

2

Establish connections and partnerships

3

Support students with academic supports and interventions

4

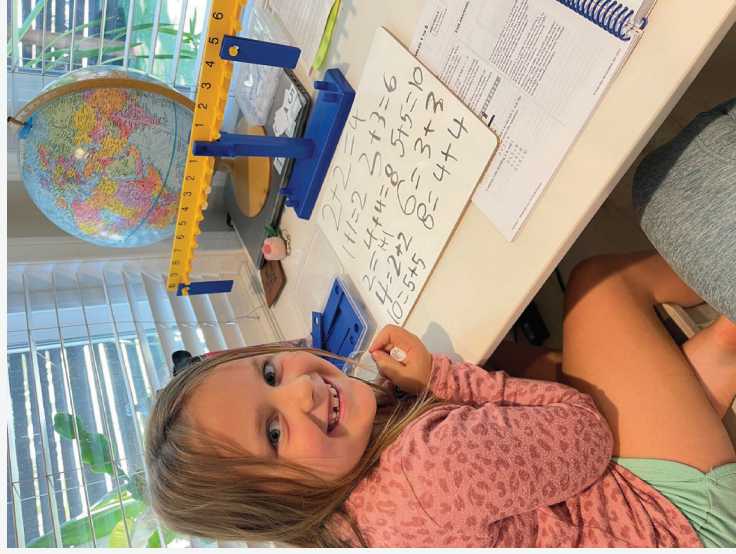
Ensure students are college and career ready



# Goal 1

We will improve the academic achievement of all students through predominant instructional practices, guaranteed and viable curriculum, and standard aligned assessments. This will be measured by our ability to meet or exceed our authorizing district CAASPP





# Goal 1 Actions

1.1 Academic Achievement through aggregate instructional practices.

LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
\$440,000				\$440,000

1.2 Student Academic Performance Monitoring and establishing clear and measurable goals.

LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
\$2,397,347				\$2,397,347



## Goal 1 Actions

1.3 Students have equitable access to Common Core aligned viable curriculum and materials.

LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
\$680,270				\$680,270

1.4 Professional Development to support in effective teaching

LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
\$7,750			\$10,139	\$17,889



## Goal 1 Actions



1.5 Management of fiscal, operational and technological resources to support students, staff, and community.

LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds



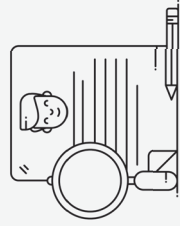
## Goal 1 Successes



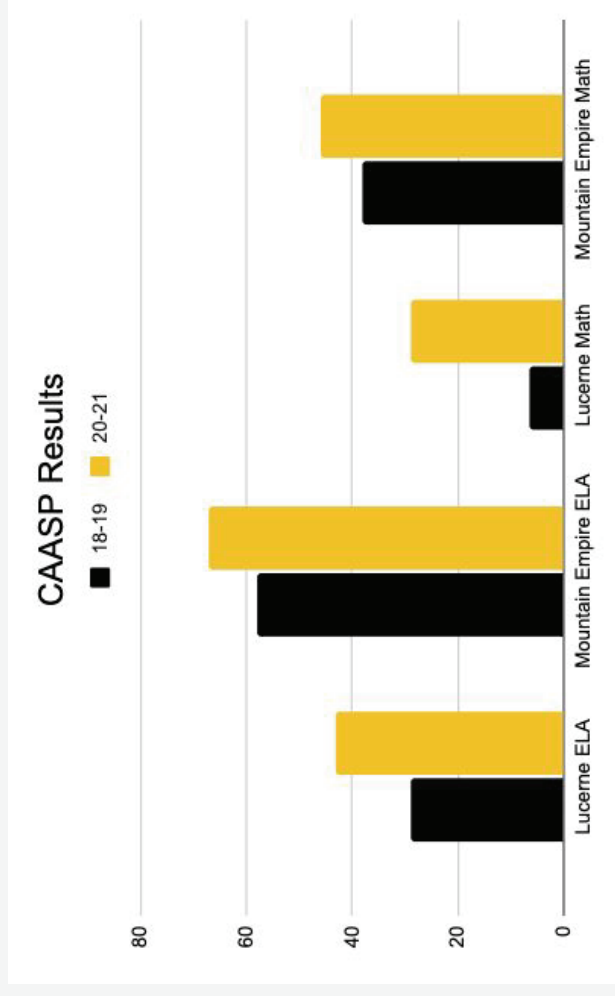
Hired a full-time highly qualified high school science teacher who has provided virtual labs, interactive lessons, and access to more science curriculum opportunities



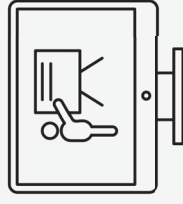
Integrated online/blended K-5 ELA & Math curriculum for Flex students



Hired a Coordinator of Curriculum to collaborate with Content Teachers and Teachers of Records to provide engaging online learning experiences



# 2022-23 Action Items



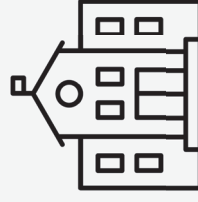
Continue to develop engaging synchronous and live session opportunities for all students



Create Elite-propietary high school courses that reflect the needs and interests of our enrolled students



Provide professional learning focused on effective teaching and learning.



Apply for Marzano's Highly Reliable Schools Accreditation, Level 1



## Goal 2

Establish connections and partnerships with our families and community to increase engagement, involvement, ensure safety and satisfaction, and to support student learning and achievement.



# Goal 2 Actions

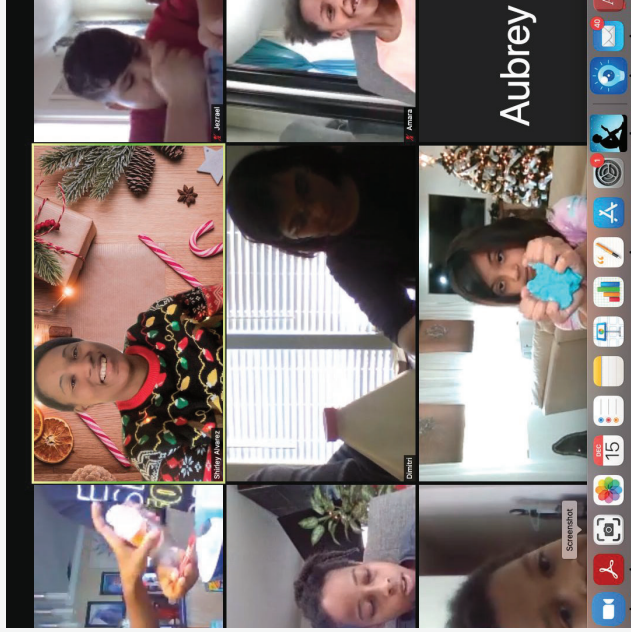


## 2.1 School-Based Enrichment Activities

LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
\$495,210				\$495,210

## 2.2 Meaningful and Transparent Communication

LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
\$216,591				\$216,591



## Goal 2 Actions

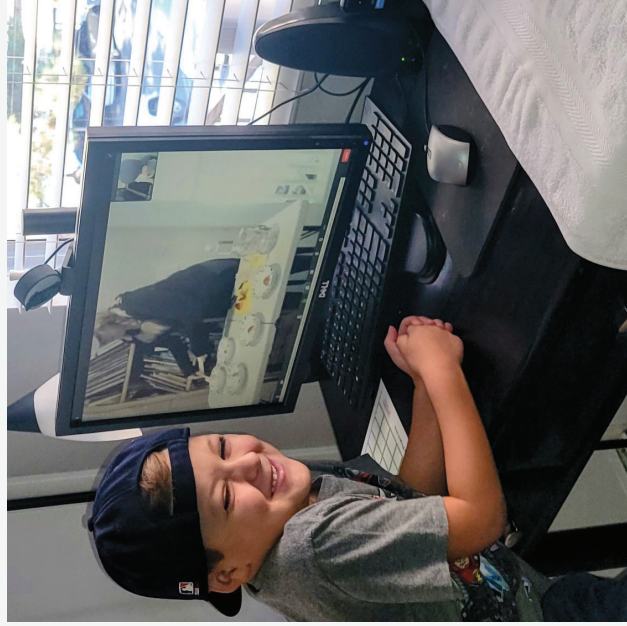
### 2.3 Safe Learning Environment

LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
			\$150,000	\$150,000

### 2.4 English Language Family Support

LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
\$30,000				\$30,000





## Goal 2 Actions

### 2.5 Engaging the Community

LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
	\$10,000			\$10,000



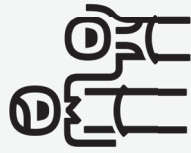
## Goal 2 Successes



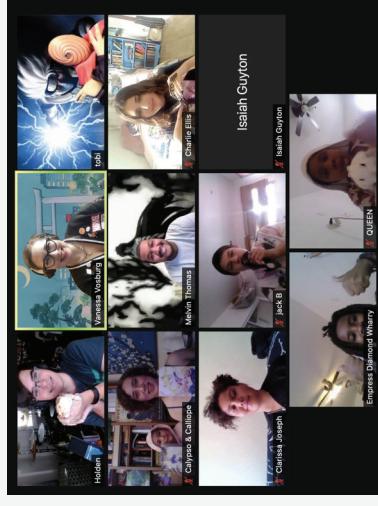
Multiple in-person and virtual fieldtrips connected students to new experiences and new friendships



Introduced a CEO Council, comprised of representative staff, to develop ideas to continue innovative approaches to educating Elite's students



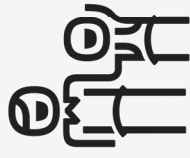
Parent Empowerment workshops and guest speakers provided for parents, with more scheduled for next year



# 2022-23 Action Items



Develop moonshot ideas being formed in CEO Council, and provide additional opportunities for staff input



Increase Parent Empowerment workshop sessions, and develop asynchronous learning opportunities for parents new to independent study



Expand student opportunities to connect with each other through clubs, face to face events, and online learning opportunities

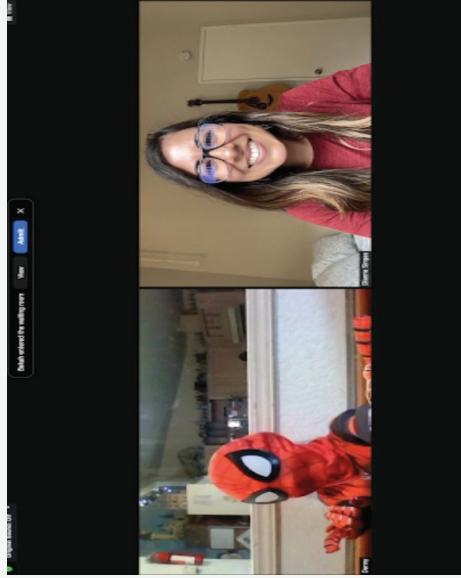


## Goal 3

Support students with academic supports and interventions, as well as appropriate social-emotional supports, to meet their needs in a supportive environment through the implementation of the Multi-Tiered Systems of Support (MTSS) framework.



# Goal 3 Actions



## 3.1 MTSS System Monitoring

LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
\$305,000				\$305,000

## 3.2 EL Proficiency Monitoring

LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
\$50,000				\$50,000



## Goal 3 Actions



3.3 Provide Academic and Re-Engagement Support to Struggling Students

LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
\$312,500				\$312,500

3.4 Establish Social-Emotional and Physical Health Services for students and staff.

LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
\$250,000	\$175,000			\$425,000



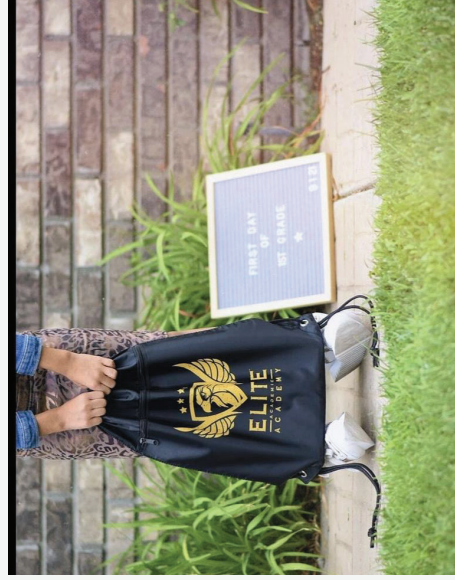
## Goal 3 Actions

3.5 Provide MTSS Professional Development for all Staff

LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
	\$110,000	\$50,000		\$160,000

3.6 Access to Technology

LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
\$451,000				\$451,000





## Goal 3 Actions

3.7 Offer Year Round Track for credit recovery, advancement, and enrichment

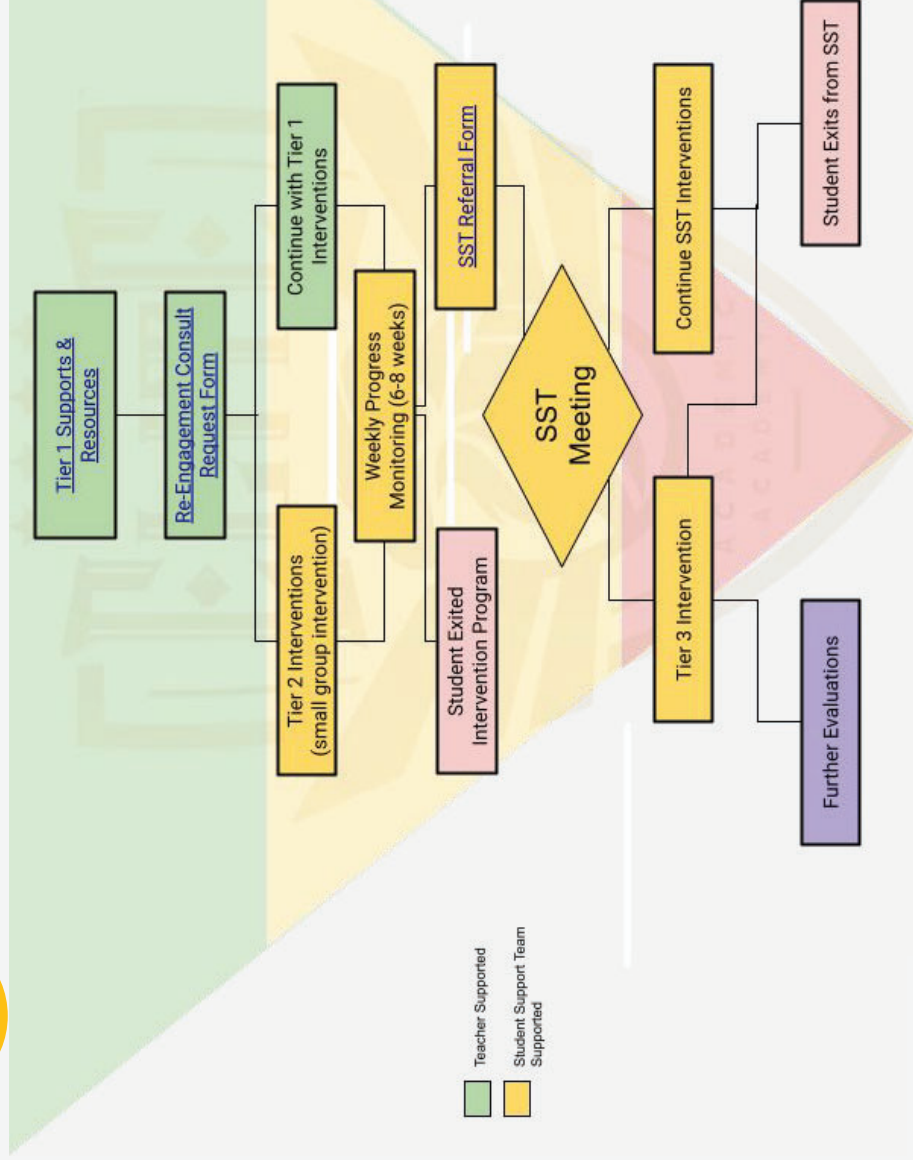
LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
\$1,500,000				\$1,500,000







## Goal 3 Successes



Developed and implemented an MTSS system of support which was introduced to staff

Created a small-group tutoring platform and held weekly small-group tutoring sessions for students identified as 2 or more grade levels below proficiency in ELA and/or Math

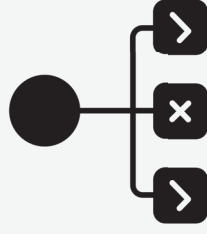
# 2022-23 Action Items



Use MTSS grant award to provide professional development to teachers on Tier 1 MTSS strategies that promote student learning and engagement



Provide targeted English Learner courses to assist students with their English acquisition



Develop schoolwide data systems that allow us to determine appropriate interventions and accelerations for all students



Expand our Year Round Track so students can continue to explore learning paths during the summer months



# Goal 4

We will prepare secondary students to graduate from school with opportunities and preparation for college and career.





# Actions

## 4.1 Career Technical Education Program Pathways

LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
\$100,000	\$157,500			\$257,500

## 4.2 Assessment & Articulation for post-secondary preparation

LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
\$15,000				\$15,000



# Actions

## 4.3 College and Career Counseling

LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
	\$100,000			\$100,000

## 4.4 Professional Development for College and Career

LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
\$10,000				\$10,000



## Goal 4 Successes



Awarded the CTEIG grant to further expand CTE pathways opportunities



Wrote and received UC A-G approval for multiple courses, increasing the availability of classes students can take that meet the UC/CSU entrance requirements

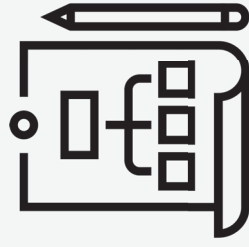


Implemented American Sign Language, which meets Foreign Language requirements



Increased percentage of students successfully submitting FAFSA for college student aid

# 2022-23 Action Items



Continue to refine 4-year plans to meet CSU/UC, CTE, NCSS, NCAA and high school graduation requirements



Build new CTE Pathways and support students to complete pathways in which they are enrolled



Continue to develop articulation plans with local junior colleges to support both college and career pathways



# Local Indicators





# California Dashboard Accountability Model

California's new accountability and continuous improvement model provides measures relating how Districts and schools are making progress to meet the needs of our diverse student population.

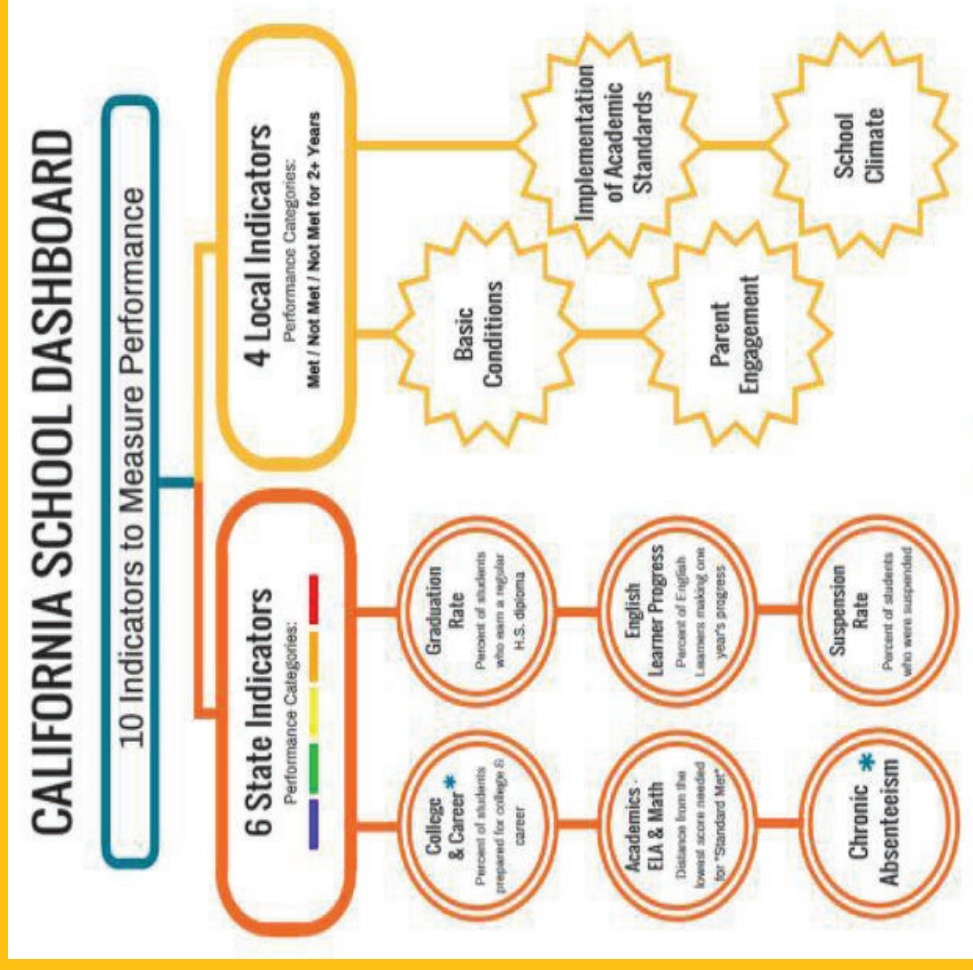
[CaliforniaDashboard Video](#)

[CaliforniaSchoolDashboard](#)

[CaliforniaFive by Five Model](#)

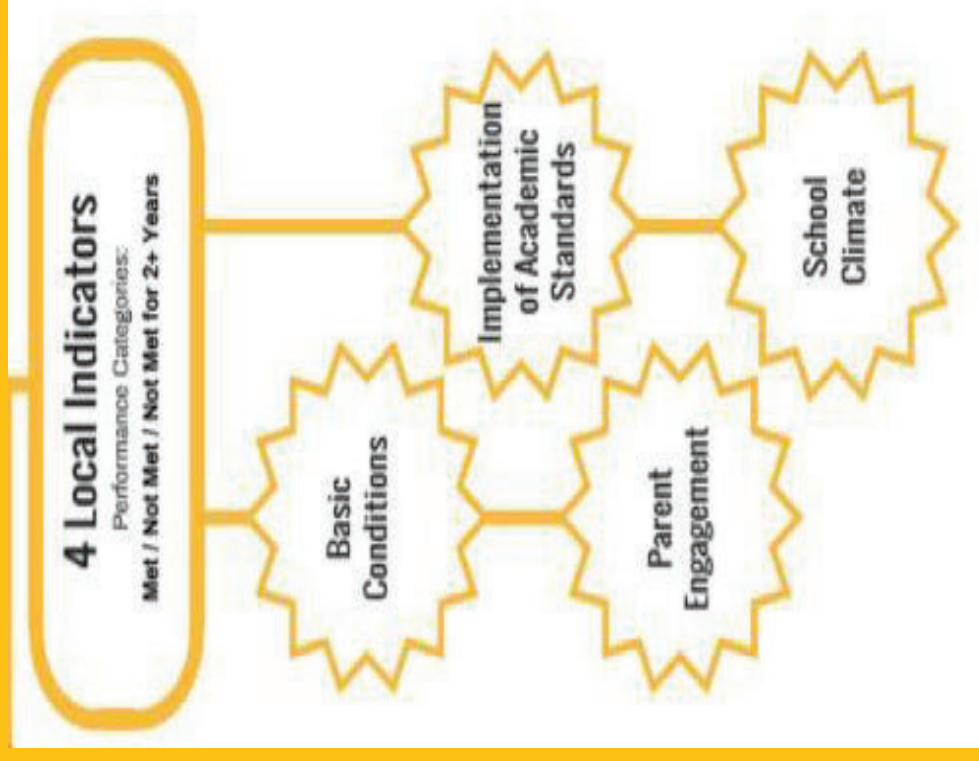
# New Accountability System

- ▶ California Dashboard
- ▶ Measure performance on State Priorities in 10 areas
- ▶ 6 state indicators
- ▶ 4 local indicators
- ▶ Publicly released in spring 2017



# New Accountability System

- ▶ California Dashboard
  - ▶ Measure performance on State Priorities in 10 areas
  - ▶ 6 state indicators
  - ▶ 4 local indicators
  - ▶ Publicly released in spring 2017



## Criteria

**District performance is reported based on meeting the standard as:**

- Met\*
- Not Met
- Not Met for Two or More Years



# Mountain Empire Local Indicators



# Priority 1: Basic Conditions - MET

## Teachers

Number/percentage of mis-assignments of English teachers: 0

Total teacher mis-assignments: 0

Vacant teacher positions: 0

## Books

Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home: 0

## Facilities\*

Number of identified instances where facilities do not meet the “good repair” standard: 0

## Priority 2: Implementation of Academic Standards- Professional Development- MET

Content Area	1	2	3	4	5
ELA Common Core State Standards for ELA				<b>X</b>	
ELD (Aligned to ELA Standards)		<b>X</b>			
Math- Common Core State Standards for Mathematics				<b>X</b>	
NGSS Next Generation Science Standards			<b>X</b>		
HSS History Social Science				<b>X</b>	

Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks

Rating Scale (lowest to highest):

- 1 – Exploration and Research Phase;
- 2 – Beginning Development;
- 3 – Initial Implementation;
- 4 – Full Implementation;
- 5 – Full Implementation & Sustainability

# Priority 2: Implementation of Academic Standards- Instructional Materials - MET

Content Area	1	2	3	4	5
Common Core State Standards for English Language Arts (ELA)				<b>x</b>	
Common Core State Standards for Mathematics				<b>x</b>	
English Language Development (ELD) (Aligned to ELA Standards)		<b>x</b>			
Next Generation Science Standards (NGSS)			<b>x</b>		
History Social Science Standards (HSSS)				<b>x</b>	

Rate the LEA's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught:

Rating Scale (lowest to highest):

- 1 – Exploration and Research Phase;
- 2 – Beginning Development;
- 3 – Initial Implementation;
- 4 – Full Implementation;
- 5 – Full Implementation & Sustainability



## Priority 2: Implementation of Academic Standards- Policies and Programs - MET

Rate the LEA's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing):

Rating Scale (lowest to highest):

- 1 – Exploration and Research Phase;
- 2 – Beginning Development;
- 3 – Initial Implementation;
- 4 – Full Implementation;
- 5 – Full Implementation & Sustainability

Content Area	1	2	3	4	5
Common Core State Standards for English Language Arts (ELA)			<b>X</b>		
Common Core State Standards for Mathematics			<b>X</b>		
English Language Development (ELD) (Aligned to ELA Standards)		<b>X</b>			
Next Generation Science Standards (NGSS)		<b>X</b>			
History Social Science Standards (HSSS)			<b>X</b>		

## Priority 2: Implementation of Academic Standards- Other Adopted Academic Standards - MET

Content Area	1	2	3	4	5
Career Technical Education				<b>X</b>	
Health Education Content Standards		<b>X</b>			
Physical Education Model Content Standards				<b>X</b>	
Visual and Performing Arts				<b>X</b>	
World Language			<b>X</b>		

Rate the LEA's progress implementing each of the following academic standards adopted by the state board for all students:

Rating Scale (lowest to highest):

- 1 – Exploration and Research Phase;
- 2 – Beginning Development;
- 3 – Initial Implementation;
- 4 – Full Implementation;
- 5 – Full Implementation & Sustainability

## Priority 3: Parent Engagement Progress Related To *Promoting Parental Participation - Met*

EAA provides opportunities for parent/guardians to engage in trainings, workshops and seminars related to student learning and social-emotional development and growth.

### Academic Support

- College Fairs (virtual)
- Career Fairs
- Educational Field trips (virtual)
- Educational Workshops

### Enrichment

- Free Enrichment Workshops
- Family Nights

### Community Resources/SEL Support

- You School Workshops
- County Resources
- Mental Health Resources
- Referrals to Free Health Events and Clinics

### Communication/Involvement

- LCAP meetings
- Parent Engagement Workshops
- Parent Square
- Social Media
- Newsletters
- Surveys

## Priority 3: Parent Engagement: *Findings Related To LCFF Priorities In LCAP*

Input received in surveys were critical components in action items related to LCAP Goal 2: ***Establish connections and partnerships with our families and community to increase engagement, involvement, ensure safety and satisfaction, and to support student learning and achievement.***

## **Priority 3: Parent Engagement: Seeking Input From Parents/Guardians In Charter Decision Making - MET**

EEA seeks input from parents in advisory committees and active input in decision making through survey feedback and Parent Engagement Workshops:

- Athletic Survey - Athletics
- Intake Survey - Needs Assessment (LCAP)
- School Climate Survey-LCAP
- LCAP Input Workshop
- Teacher and Administrator Evaluation Surveys

## Priority 6: School Climate - Met

During the 20-21 school year we focused on monitoring ongoing student wellness and school climate.

Quarterly Elite Cares Surveys to all students.

- Each survey response was followed up with an email or phone call by the Student Support Director or school counselor depending on the student's needs.
- Elite Kindness Ambassador Club and many others formed to establish a positive culture

## Priority 7: Access to a Broad Course of Study - Met

Content Area	1	2	3	4	5
English				<b>X</b>	
Math				<b>X</b>	
Social Science				<b>X</b>	
Visual & Performing Arts			<b>X</b>		
Health			<b>X</b>		
Physical Education				<b>X</b>	

Rate the LEA's progress in the extent to which students have access to and are enrolled in a broad course of study.

Rating Scale (lowest to highest):

- 1 – Exploration and Research Phase;
- 2 – Beginning Development;
- 3 – Initial Implementation;
- 4 – Full Implementation;
- 5 – Full Implementation & Sustainability



**Resolution recognizing a state of emergency and authorizing teleconferenced meetings pursuant to AB 361**

WHEREAS, in response to the novel coronavirus (“COVID-19”) pandemic, Governor Newsom adopted a series of Executive Orders allowing the legislative bodies of local governments to meet remotely via teleconference so long as other provisions of the Ralph M. Brown Act (“Brown Act”) were followed; and

WHEREAS, on Sept. 16, 2021, Governor Newsom signed AB 361, which immediately amended the Brown Act allowing governing boards to continue holding virtual meetings outside the teleconferencing requirements of Government Code section 54953(b), if the board makes a finding that there is a proclaimed State of Emergency, and either (1) state or local officials have imposed or recommended social distancing measures, or (2) meeting in person would present imminent risks to the health or safety of attendees due to the emergency; and

WHEREAS, on March 4, 2020, Governor Newsom declared a statewide emergency arising from COVID-19 pursuant to Government Code section 8625; and  
WHEREAS, social distancing measures have been imposed to mitigate the spread of COVID-19; and

WHEREAS, the governing board of the Elite Academic Academy- Lucerne believes the spread of COVID-19 poses an imminent risk to the health and safety of in person meeting attendees; and WHEREAS, the governing board is committed to open and transparent governance in compliance with the Brown Act; and WHEREAS, the governing board is conducting virtual meetings by way of telephonic and/or internet-based services as to allow members of the public to fully participate in meetings and offer public comment.

NOW THEREFORE, BE IT RESOLVED, that the recitals set forth above are true and correct and fully incorporated into this Resolution by reference.



BE IT FURTHER RESOLVED, that the governing board of the Elite Academic Academy-Lucerne recognizes that a State of Emergency in the State of California continues to exist due to the COVID-19 pandemic.

BE IT FURTHER RESOLVED, that the governing board recognizes that social distancing measures remain recommended by state and local officials.

BE IT FURTHER RESOLVED, that the governing board finds that holding in-person meetings would present imminent risks to the health or safety of attendees due to the cause of the State of Emergency and that the cause of the State of Emergency directly impacts the ability of the governing board members to meet safely in person.

BE IT FURTHER RESOLVED, the governing board of the Elite Academic Academy-Lucerne authorizes the use of teleconferencing for all meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act, for a period of thirty (30) days from the adoption of this resolution, or such a time that the Governing Board adopts a subsequent resolution in accordance with Government Code section 54953(e)(3).

Adopted this day of the month of in 2022.

Motion made by:

Second made by:

List members voting "aye:"

List members voting "no:"

List members abstaining:

List members

**Elite Academic Academy-Lucerne**

DISTRICT

**CERTIFICATION OF SIGNATURES**

As clerk/secretary to the governing board of the above named district, I certify that the signatures shown below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures shown in Column 2 are the verified signatures of the person or persons authorized to sign notices of employment, contracts and orders drawn on the funds of the district. These certifications are made in accordance with the provisions of Education Code Sections:

**K-12 Districts:** 35143, 42632, and 42633

**Community College Districts:** 72000, 85232, and 85233

If persons authorized to sign orders as shown in Column 2 are unable to do so, the law requires the signatures of the majority of the governing board.

These approved signatures are valid for the period of: July 1, 2022 to June 30, 2023

In accordance with governing board approval dated June 9, 2022.

Signature \_\_\_\_\_ Clerk (Secretary) of the Board

Typed Name Kent Christensen Clerk (Secretary) of the Board

**NOTE:** Please TYPE name under signature.

**Column 1**

Signatures of Members of the Governing Board

SIGNATURE	INITIALS
TYPED NAME <b>Susan McDougal</b>	
President of the Board of Trustees/Education	
SIGNATURE	INITIALS
TYPED NAME <b>Kent Christensen</b>	
Clerk/Secretary of the Board of Trustees/Education	
SIGNATURE	INITIALS
TYPED NAME <b>Cody Simms</b>	
Member of the Board of Trustees/Education	
SIGNATURE	INITIALS
TYPED NAME	
Member of the Board of Trustees/Education	
SIGNATURE	INITIALS
TYPED NAME	
Member of the Board of Trustees/Education	
SIGNATURE	INITIALS
TYPED NAME	
Member of the Board of Trustees/Education	
SIGNATURE	INITIALS
TYPED NAME	
Member of the Board of Trustees/Education	

**Column 2**

Signatures of Personnel and/or Members of Governing Board authorized to sign Orders for Salary or Commercial Payments, Notices of Employment, and Contracts:

SIGNATURE	INITIALS
TYPED NAME <b>Meghan Freeman</b>	
TITLE Chief Executive Officer	
SIGNATURE	INITIALS
TYPED NAME <b>Teresa Schaffer</b>	
TITLE Director of Community Relations	
SIGNATURE	INITIALS
TYPED NAME	
TITLE	
SIGNATURE	INITIALS
TYPED NAME	
TITLE	
SIGNATURE	INITIALS
TYPED NAME	
TITLE	
SIGNATURE	INITIALS
TYPED NAME	
TITLE	

Number of Signatures required:

ORDERS FOR SALARY PAYMENTS	ORDERS FOR COMMERCIAL PAYMENTS
NOTICES OF EMPLOYMENT	CONTRACTS



Order Form

Quote Name: Elite Academic - Renewal - Megan Mayer - 2022-05-31  
 Company Name: Elite Academic  
 Subscription Term (in months): 12  
 Quote Expiration Date:  
 Service Activation Date: 6/27/2022  
 Service End Date: 6/26/2023

DESCRIPTION	QTY	UNIT PRICE	DISCOUNT	EXTENDED
Entities	2	\$385.00	\$0.00	\$770.00

Users

DESCRIPTION	QTY	UNIT PRICE	DISCOUNT	EXTENDED
Feature User	12	\$1,859.00	\$2,220.00	\$20,088.00
Approver User	3	\$750.00	\$0.00	\$2,250.00

Transactions

DESCRIPTION	QTY	UNIT PRICE	DISCOUNT	EXTENDED
Checks	2,200	\$1.69	\$0.00	\$3,718.00
ePayments (ACH - AP)	1,500	\$0.49	\$0.00	\$735.00

Sales Tax Amount: \$0.00  
**TOTAL FEES DUE ON ACTIVATION DATE: \$27,561.00**

**Total Cost Split  
Between Schools**

**Subscription Details:** LU= \$13,780.50  
 \*\* Contract Value is paid in full due on the service activation date ME= \$13,780.50

\*\* Additional users and transaction overages will be billed on a supplemental contract at the same rate per unit as this contract which include:

Feature User \$1,674.00

Approver User	\$750.00
Checks	\$1.69
ePayments (ACH - AP)	\$0.49

\*\* All other transactions & services incurred during the contract term will be billed via the payment method listed on the account per Schedule 1.

## Billing Information

### Payment Method:

Name: Elite Academic  
Phone:  
Email: awoodard@eliteacademic.com  
Street Address: 43414 BUSINESS PARK DR  
City: TEMECULA State: CA Zip Code: 92590-5526

This order form ("**Order**") is entered by and between Bill.com, LLC, a Delaware limited liability company located at 6220 America Center Drive, Suite 100 San Jose, CA 95002 ("**Bill.com**") and the customer listed above ("**Customer**"). This Order is subject to and incorporates by reference the terms of the Bill.com Terms of Service (available at (<https://www.bill.com/legal/terms-of-service>)), as modified from time to time in accordance with its terms or upon written agreement of the parties.

Notwithstanding expiry or termination of the Terms of Service, the subscription term begins on the Services Activation Date and continues for the Subscription Term listed above. Transaction overages and additional subscription accounts or users added or used during the Subscription Term will be billed at the then-current prices charged generally by Bill.com for such services. Customer will be billed for these overages, in arrears, via the payment method specified above. If user volume is expected to exceed pre-purchased amounts, please reach out to Customer Success (CustomerSuccess@hq.bill.com).

**This Order is effective as of the date signed by Customer and thereafter constitutes a non-cancelable purchase commitment. In the event that Customer pays in advance for services, the Customer is required to have an account in good standing with Bill.com in order to utilize such services. Any unused services will expire on the Services End Date and will not be carried over to any subsequent renewal order.**

In the event of any conflict between the terms of this Order and the Bill.com Terms of Service, this Order shall control.

In witness whereof, the parties have caused this Order to be signed by their duly authorized representatives.

Signature:	Signature: <i>Ryan Meeker</i>
Printed Name:	Printed Name: Ryan Meeker
Title:	Title: Vice President, Revenue Operations
Company:	Bill.com
Date Signed:	Date Signed: 5/31/2022

SCHEDULE 1

Customer Product Fees	Monthly Fees
Customer Account Transactions	\$0.49 per ACH transaction
	\$1.69 per check
	\$0.49 ePayment from customer
	\$0.99 per PayPal transaction
	\$1.69 US Mail Invoice
	\$19.99 Fast Pay Check -Overnight
	\$14.99 Fast Pay Check – 2 day
	\$9.99 Fast Pay Check – 3 day
	\$9.99 Fast Pay ACH – overnight
	\$9.99 Fast Pay RPPS – Overnight
	\$9.99 International Payments (USD Wire)
	\$25 Void/Reissue Fee for stop payments on non-cleared checks.
	\$3 service fee for Void/Reissue for checks returned to Bill.com by USPS.
	Fee per Insufficient Funds (NSF) event: \$50.00

For Bill.com use:  
Q-06230



**Elite Spirit Cheer and Dance**

RE: Payment Schedule  
 17 Via Del Renal Ct.  
 Lake Elsinore, CA 92532

This payment agreement is between “**Elite Spirit Cheer and Dance**” and “Elite Academic Academy- Mountain Empire and Elite Academic Academy- Lucerne” for the 2022/2023 Year-Round Program first learning period. This agreement is above and beyond the approved Elite Academic Academy community partner packet that was completed and approved by our community relations department. This agreement is only valid for the dates outlined below and for the supplemental services to our students in the area of “Athletic Enrichment Services”. **Elite Spirit Cheer and Dance** will be hosting weekly in-person cheer practice with an assigned coach and an intensive cheer clinic July 27-29.

**Important items to remember:**

1. **Elite Spirit Cheer and Dance** will be required to submit daily attendance for all students who attend the program beginning **July 1, 2022**, and through **August 06, 2022**. (Any students not attending Elite for a full 30 school days will have reduced educational funds.) Prorated payment schedule to **Elite Spirit Cheer and Dance** based on student attendance. Students must attend these dates to receive full funding.

July 1 - 2	\$40
July 1 – 9	\$160
July 1 - 16	\$280
July 1 - 23	\$400
July 1- Aug 6	\$500

2. **Elite Spirit Cheer and Dance** understands that EAA can only pay you once services are rendered.
3. All invoices submitted by **Elite Spirit Cheer and Dance** must include: Bill To information (Elite Academic Academy, 43414 Business Park Drive, Temecula, CA 92590); **Elite Spirit Cheer and Dance** information (must match W9); an invoice number; invoice date; student’s name; purchase order (PO) number; weekly attendance days; amount per student; and total due.
4. Please note that we have set two payment schedules, A and B, which are outlined below to support the unique Social Distancing circumstances we are experiencing.

**Schedule A: Full Services** ( COVID-19 Social Distancing Lifted/In Person Services)

	Student Attendance	Invoice Submitted	Date Paid
Payment #1 \$160 per student	July 1-9	07/11/2022	07/18/2022
Payment #2 \$240 per student	July 1-24	07/25/2022	08/01/2022
Payment #3 \$100 per student	July 1- Aug 6	08/15/2021	8/26/2022

5. **Payment #1** will only be paid for students who are fully enrolled with completed applications, master agreements, an associated PO number, and have confirmed attendance in school and with **Elite Spirit Cheer and Dance** through **July 9**.

6. **Payment #2** will only be paid for students who are fully enrolled with completed applications, master agreements, an associated PO number, and have confirmed attendance in school and with **Elite Spirit Cheer and Dance** through **July 25**.
7. **Payment #3** will only be paid for students who have continued to attend for the remainder of the learning period through **August 6th**.
8. **Elite Academic Academy is responsible to support families/students in the completion of ALL academic requirements for our Year Round program. Your support in encouraging families/students to complete assignments is greatly appreciated and will support us in improved attendance resulting in a better chance of full payment for your supplemental enrichment services.**
9. Students who drop out of the program early will have limited funds for enrichment, and payments will be prorated based on accurate attendance. Please see the prorated schedule above.
10. If **Elite Spirit Cheer and Dance** is deemed to have been overpaid for a student, Elite Academic Academy will subtract that total from Payment #3, and/or invoice the community partner for a refund on that student, with a net 30 payment expected.
11. If Elite Academic Academy has underpaid **Elite Spirit Cheer and Dance** for a student, Elite Academic Academy will ensure the total funds for all students, in full attendance of learning period, are paid by Payment #3.
12. **Elite Spirit Cheer and Dance** is responsible for submitting timely invoices with accurate information, and acknowledges that such errors may result in payment delays. Any invoice for Year Round Services received after 8/15/22 (for Schedule A payments only; see above) will be paid in net 60 terms as long as the students have completed all required elements outlined above.
13. This agreement is made solely between **Elite Spirit Cheer and Dance** and Elite Academic Academy. Should **Elite Spirit Cheer and Dance** choose to subcontract any portion of their services, with a third-party partner, not vetted or approved by Elite Academic Academy, **Elite Spirit Cheer and Dance** will be strictly liable for all actions of said third-party partner, including dissemination of misinformation, and Elite Academic Academy will have the right to terminate this agreement with Partner, effective immediately, by providing written notice to **Elite Spirit Cheer and Dance**
14. Elite reserves the right to **modify the above payment schedule dates** in the event the state of California defers scheduled payments to public schools. Elite will notify Community Partners in writing of the new proposed dates, if this occurs.

We are very excited to form this partnership and provide an amazing opportunity for students!

Signature: \_\_\_\_\_  
 Meghan Freeman, CEO  
 Elite Academic Academy

Date:

Signature: \_\_\_\_\_  
 Cristina Planchon, CEO/Owner  
 Elite Spirit Cheer and Dance

Date:





**Around the Horn (ATH)**

RE: Payment Schedule  
 855 S. Main St., Ste. K-150  
 Fallbrook, CA 92028

This payment agreement is between “**Around the Horn (ATH)**” and “Elite Academic Academy- Mountain Empire and Elite Academic Academy- Lucerne” for the 2022/2023 Year-Round Program first learning period. This agreement is above and beyond the approved Elite Academic Academy community partner packet that was completed and approved by our community relations department. This agreement is only valid for the dates outlined below and for the supplemental services to our students in the area of physical education. **Around the Horn (ATH)** will be hosting in-person practices as well as scheduled games in public locations.

**Important items to remember:**

1. **Around the Horn (ATH)** will be required to submit daily attendance for all students who attend the program beginning **July 1, 2022**, and through **August 06, 2022**. (Any students not attending Elite for a full 30 school days will have reduced educational funds.) Prorated payment schedule to **Around the Horn (ATH)** based on student attendance. Students must attend these dates to receive full funding.

July 1 - 2	\$40
July 1 – 9	\$160
July 1 - 16	\$280
July 1 - 23	\$400
July 1- Aug 6	\$500

2. **Around the Horn (ATH)** understands that EAA can only pay you once services are rendered.
3. All invoices submitted by **Around the Horn (ATH)** must include: Bill To information (Elite Academic Academy, 43414 Business Park Drive, Temecula, CA 92590); **Around the Horn (ATH)** information (must match W9); an invoice number; invoice date; student’s name; purchase order (PO) number; weekly attendance days; amount per student; and total due.
4. Please note that we have set two payment schedules, A and B, which are outlined below to support the unique Social Distancing circumstances we are experiencing.

**Schedule A: Full Services** ( COVID-19 Social Distancing Lifted/In Person Services)

	Student Attendance	Invoice Submitted	Date Paid
Payment #1 \$160 per student	July 1-9	07/11/2022	07/18/2022
Payment #2 \$240 per student	July 1-24	07/25/2022	08/01/2022
Payment #3 \$100 per student	July 1- Aug 6	08/15/2021	8/26/2022

5. **Payment #1** will only be paid for students who are fully enrolled with completed applications, master agreements, an associated PO number, and have confirmed attendance in school and with **Around the Horn (ATH)** through **July 9**.

6. **Payment #2** will only be paid for students who are fully enrolled with completed applications, master agreements, an associated PO number, and have confirmed attendance in school and with **Around the Horn (ATH)** through **July 25**.
7. **Payment #3** will only be paid for students who have continued to attend for the remainder of the learning period through **August 6th**.
8. **Elite Academic Academy is responsible to support families/students in the completion of ALL academic requirements for our Year Round program. Your support in encouraging families/students to complete assignments is greatly appreciated and will support us in improved attendance resulting in a better chance of full payment for your supplemental enrichment services.**
9. Students who drop out of the program early will have limited funds for enrichment, and payments will be prorated based on accurate attendance. Please see the prorated schedule above.
10. If **Around the Horn (ATH)** is deemed to have been overpaid for a student, Elite Academic Academy will subtract that total from Payment #3, and/or invoice the community partner for a refund on that student, with a net 30 payment expected.
11. If Elite Academic Academy has underpaid **Around the Horn (ATH)** for a student, Elite Academic Academy will ensure the total funds for all students, in full attendance of learning period, are paid by Payment #3.
12. **Around the Horn (ATH)** is responsible for submitting timely invoices with accurate information, and acknowledges that such errors may result in payment delays. Any invoice for Year Round Services received after 8/15/22 (for Schedule A payments only; see above) will be paid in net 60 terms as long as the students have completed all required elements outlined above.
13. This agreement is made solely between **Around the Horn (ATH)** and Elite Academic Academy. Should **Around the Horn (ATH)** choose to subcontract any portion of their services, with a third-party partner, not vetted or approved by Elite Academic Academy, **Around the Horn (ATH)** will be strictly liable for all actions of said third-party partner, including dissemination of misinformation, and Elite Academic Academy will have the right to terminate this agreement with Partner, effective immediately, by providing written notice to **Around the Horn (ATH)**
14. Elite reserves the right to **modify the above payment schedule dates** in the event the state of California defers scheduled payments to public schools. Elite will notify Community Partners in writing of the new proposed dates, if this occurs.

We are very excited to form this partnership and provide an amazing opportunity for students!

Signature: \_\_\_\_\_  
 Meghan Freeman, CEO  
 Elite Academic Academy

Date:

Signature: \_\_\_\_\_  
 Doug Baker, CEO/Owner  
 Around the Horn (ATH)

Date:



**Ambassadors Media Group, LLC (AOC)**

RE: Payment Schedule

28562 Oso Pkwy, D-132

Rancho Santa Margarita, CA 92688

This payment agreement is between “**Ambassadors Media Group, LLC (AOC)**” and “Elite Academic Academy- Mountain Empire and Elite Academic Academy- Lucerne” for the 2022/2023 Year-Round Program first learning period. This agreement is above and beyond the approved Elite Academic Academy community partner packet that was completed and approved by our community relations department. This agreement is only valid for the dates outlined below and for the supplemental services to our students in the area of “Social and Emotional Wellness Enrichment Services”. **Ambassadors Media Group, LLC (AOC)** will schedule guest speakers throughout the courses, and a culminating event that includes guest speakers and sports clinics.

**Important items to remember:**

1. **Ambassadors Media Group, LLC (AOC)** will be required to submit daily attendance for all students who attend the program beginning **July 1, 2022**, and through **August 06, 2022**. (Any students not attending Elite for a full 30 school days will have reduced educational funds.) Prorated payment schedule to **Ambassadors Media Group, LLC (AOC)** based on student attendance. Students must attend these dates to receive full funding.

July 1 - 2	\$40
July 1 – 9	\$160
July 1 - 16	\$280
July 1 - 23	\$400
July 1- Aug 6	\$500

2. **Ambassadors Media Group, LLC (AOC)** understands that EAA can only pay you once services are rendered.
3. All invoices submitted by **Ambassadors Media Group, LLC (AOC)**, **must include:** Bill To information (Elite Academic Academy, 43414 Business Park Drive, Temecula, CA 92590); **Ambassadors Media Group, LLC (AOC)** information (must match W9); an invoice number; invoice date; student’s name; purchase order (PO) number; weekly attendance days; amount per student; and total due.
4. Please note that we have set two payment schedules, A and B, which are outlined below to support the unique Social Distancing circumstances we are experiencing.

**Schedule A: Full Services** ( COVID-19 Social Distancing Lifted/In Person Services)

	Student Attendance	Invoice Submitted	Date Paid
Payment #1 \$160 per student	July 1-9	07/11/2022	07/18/2022
Payment #2 \$240 per student	July 1-24	07/25/2022	08/01/2022
Payment #3 \$100 per student	July 1- Aug 6	08/15/2021	8/26/2022

5. **Payment #1** will only be paid for students who are fully enrolled with completed applications, master agreements, an associated PO number, and have confirmed attendance in school and with **Ambassadors Media Group, LLC (AOC)** through **July 9**.

6. **Payment #2** will only be paid for students who are fully enrolled with completed applications, master agreements, an associated PO number, and have confirmed attendance in school and with **Ambassadors Media Group, LLC (AOC)** through **July 25**.
7. **Payment #3** will only be paid for students who have continued to attend for the remainder of the learning period through **August 6th**.
8. **Elite Academic Academy is responsible to support families/students in the completion of ALL academic requirements for our Year Round program. Your support in encouraging families/students to complete assignments is greatly appreciated and will support us in improved attendance resulting in a better chance of full payment for your supplemental enrichment services.**
9. Students who drop out of the program early will have limited funds for enrichment, and payments will be prorated based on accurate attendance. Please see the prorated schedule above.
10. If **Ambassadors Media Group, LLC (AOC)** is deemed to have been overpaid for a student, Elite Academic Academy will subtract that total from Payment #3, and/or invoice the community partner for a refund on that student, with a net 30 payment expected.
11. If Elite Academic Academy has underpaid **Ambassadors Media Group, LLC (AOC)** for a student, Elite Academic Academy will ensure the total funds for all students, in full attendance of learning period, are paid by Payment #3.
12. **Ambassadors Media Group, LLC (AOC)** is responsible for submitting timely invoices with accurate information, and acknowledges that such errors may result in payment delays. Any invoice for Year Round Services received after 8/15/22 (for Schedule A payments only; see above) will be paid in net 60 terms as long as the students have completed all required elements outlined above.
13. This agreement is made solely between **Ambassadors Media Group, LLC (AOC)** and Elite Academic Academy. Should **Ambassadors Media Group, LLC (AOC)** choose to subcontract any portion of their services, with a third-party partner, not vetted or approved by Elite Academic Academy, **Ambassadors Media Group, LLC (AOC)** will be strictly liable for all actions of said third-party partner, including dissemination of misinformation, and Elite Academic Academy will have the right to terminate this agreement with Partner, effective immediately, by providing written notice to **Ambassadors Media Group, LLC (AOC)**.
14. Elite reserves the right to **modify the above payment schedule dates** in the event the state of California defers scheduled payments to public schools. Elite will notify Community Partners in writing of the new proposed dates, if this occurs.

We are very excited to form this partnership and provide an amazing opportunity for students!

Signature: \_\_\_\_\_  
 Meghan Freeman, CEO  
 Elite Academic Academy

Date:

Signature: \_\_\_\_\_  
 Eric Hannah, CEO/Owner  
 Ambassadors Media Group, LLC (AOC)

Date:

# Model COVID-19 Prevention Program (CPP)

With some exceptions, all employers and places of employment are required to establish and implement an effective written COVID-19 Prevention Program (CPP) pursuant to the Emergency Temporary Standards in place for COVID-19, California Code of Regulations (CCR), Title 8, section **3205(c)**. Cal/OSHA has developed this model program to assist employers with creating their own unique CPP tailored to their workplace.

Employers are not required to use this program. Instead, they may create their own program or use another CPP template. Employers can also create a written CPP by incorporating elements of this program into their existing Injury and Illness Prevention Program (IIPP). Cal/OSHA encourages employers to engage with employees in the design, implementation and evolution of their CPP.

Using this model alone does not ensure compliance with the emergency temporary standard. To use this model program effectively, the person(s) responsible for implementing the CPP should carefully review:

- All of the elements that may be required in the following CCR, Title 8 sections:
  - **3205, COVID-19 Prevention**
  - **3205.1, Multiple COVID-19 Infection and COVID-19 Outbreaks**
  - **3205.2, Major COVID-19 Outbreaks**
  - **3205.3, Prevention in Employer-Provided Housing**
  - **3205.4, COVID-19 Prevention in Employer-Provided Transportation**
  - The four Additional Considerations provided at the end of this program to see if they are applicable to your workplace.
- Additional guidance and resources are available at [www.dir.ca.gov/dosh/coronavirus/](http://www.dir.ca.gov/dosh/coronavirus/)



May 2022

# COVID-19 Prevention Program (CPP) for Elite Academic Academy – Lucerne

This CPP is designed to control employees' exposures to the SARS-CoV-2 virus (severe acute respiratory syndrome coronavirus 2) that causes COVID-19 (Coronavirus Disease 2019) that may occur in our workplace.

**Date: June 09, 2022**

## Authority and Responsibility

**Ms. Meghan Freeman** has overall authority and responsibility for implementing the provisions of this CPP in our workplace. In addition, all managers and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand.

All employees are responsible for using safe work practices, following all directives, policies and procedures, and assisting in maintaining a safe work environment.

## Identification and Evaluation of COVID-19 Hazards

We implement the following in our workplace:

- Conduct workplace-specific evaluations using the **Appendix A: Identification of COVID-19 Hazards** form.
- Document the vaccination status of our employees by using **Appendix E: Documentation of Employee COVID-19 Vaccination Status**, which is maintained as a confidential medical record. **[Note: The Cal/OSHA COVID-19 Emergency Temporary Standards do not require employers to document employee vaccination status. Required protective measures in the Emergency Temporary Standards are the same regardless of the vaccination status of employees.]**
- Evaluate employees' potential workplace exposures to all persons at, or who may enter, our workplace.
- Develop and implement COVID-19 policies and procedures to respond effectively and immediately to individuals at the workplace who are a COVID-19 case to prevent or reduce the risk of transmission in the workplace **Symptom Self-Check prior to begin of shift, electronic check in for symptomatic persons, immediately notifies Human Resources. All staff are required to notify staff if they are symptomatic or are in close contact (per the CDC Guidelines) with someone who is positive. State and County guidelines are followed with regard to possible quarantine.**
- Review applicable orders and general and industry-specific guidance from the State of California, Cal/OSHA, and the local health department related to COVID-19 hazards and prevention including:
  - **Cal/OSHA-CDPH Interim Guidance for Ventilation, Filtration, and Air Quality in Indoor Environment.**
  - **CDPH Face Covering Requirements.**
  - **CDPH Isolation and Quarantine Guidance.**
  - **Applicable CDPH Employees & Workplaces Guidance.**
- Evaluate existing COVID-19 prevention controls in our workplace and the need for different or additional controls, including maximizing the effectiveness of ventilation and air filtration.
- Conduct periodic inspections using the **Appendix B: COVID-19 Inspections** form as needed to identify and evaluate unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with our COVID-19 policies and procedures.
- **[Enter other identification and evaluation measures you take in your workplace. Reference section 3205(c)(2) for details.]**

## Employee participation

Employees and their authorized employees' representatives are encouraged to participate in the identification and evaluation of COVID-19 hazards by: **By contacting their Supervisor of Human**

**Resources should they suspect a COVID-19 workplace hazard. Additionally, we will utilize the approved IIPP Plan to conduct and record workplace safety evaluations.**

## Employee screening

We screen our employees and respond to those with COVID-19 symptoms by: **We ask that employees self-screen prior to start of shift and immediately report any COVID-19 symptoms to their Supervisor and/or Human Resources. We also directly screen our employees when they come to work, measure and record current temperature using non-contact thermometers.**

## Correction of COVID-19 Hazards

Unsafe or unhealthy work conditions, practices or procedures are documented on the **Appendix B: COVID-19 Inspections** form, and corrected in a timely manner based on the severity of the hazards, as follows:

- **The severity of the hazard will be assessed, and correction time frames assigned, accordingly.**
- **Individuals are identified as being responsible for timely correction.**
- **Follow-up measures are taken to ensure timely correction.**

## Control of COVID-19 Hazards

### Face Coverings

We provide clean, undamaged face coverings and ensure they are properly worn by employees when required by orders from the **California Department of Public Health (CDPH)**. **NIOSH approved face masks are provided, free of charge, to any and all employees who request them. Proper fitting training is provided to ensure that face coverings will be worn over the nose and mouth, replaced, and cleaned, as needed. Face covering requirements are communicated to non-employees via posted information on the doors of all facilities.**

Employees required to wear face coverings in our workplace may remove them under the following conditions:

- When an employee is alone in a room or a vehicle.
- While eating or drinking at the workplace, provided employees are at least six feet apart and outside air supply to the area, if indoors, has been maximized to the extent feasible.
- When employees are required to wear respirators in accordance with our respirator program that meets section 5144 requirements.
- Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person. Such employees will wear an effective, non-restrictive alternative, such as a face shield with a drape on the bottom, if their condition permits it. If their condition does not permit it, then the employee will be tested at least weekly for COVID-19.
- Specific tasks that cannot feasibly be performed with a face covering. This exception is limited to the time in which such tasks are being performed.

Any employee not wearing a required face covering will be tested at least weekly for COVID-19.

We will not prevent any employee from wearing a face covering when it is not required unless it would create a safety hazard, such as interfering with the safe operation of equipment.

Face coverings will also be provided to any employee that requests one, regardless of their vaccination status.

### Engineering controls

For indoor locations, using Appendix B, we identify and evaluate how to maximize, to the extent feasible, ventilation with outdoor air using the highest filtration efficiency compatible with our existing ventilation system, and whether the use of portable or mounted High Efficiency Particulate Air (HEPA) filtration units, or other air cleaning systems, would reduce the risk of transmission by:

- **Ventilation System maintained by building owner/management company per contract.**



- Utilize stand alone filtration units indoors.
- [CDPH's Interim Guidance for Ventilation, Filtration, and Air Quality in Indoor Environments.](#)
- We will allow staff to prop the front door open for at least half of the work day to allow for outside air to filter through the offices

### Hand sanitizing

To implement effective hand sanitizing procedures, we:

- Evaluate handwashing facilities.
- Determine the need for additional facilities.
- Encourage and allow time for employee handwashing.
- Provide employees with an effective hand sanitizer, and prohibit hand sanitizers that contain methanol (i.e., methyl alcohol).
- Encourage employees to wash their hands for at least 20 seconds each time.

### Personal protective equipment (PPE) used to control employees' exposure to COVID-19

We evaluate the need for PPE (such as gloves, goggles, and face shields) as required by section 3380, and provide and ensure use of such PPE as needed.

Upon request, we provide respirators for voluntary use to all employees who are working indoors or in vehicles with more than one person. **Employees that request a respirator for voluntary use will be encouraged to use them in compliance with section 5144(c)(2) and will be provided with a respirator of the correct size, and provided the information required by Appendix D of section 5144**

We provide and ensure use of respirators in compliance with section 5144 when deemed necessary by Cal/OSHA.

### Testing of employees

We make COVID-19 testing available at no cost, during paid time, to all employees:

- Who had close contact in the workplace; or
- Who have COVID-19 symptoms, and
- During outbreaks and major outbreaks (see below for further details).

## Investigating and Responding to COVID-19 Cases

We have developed effective procedures to investigate COVID-19 cases that include seeking information from our employees regarding COVID-19 cases, close contacts, test results, and onset of symptoms. This is accomplished by using the **Appendix C: Investigating COVID-19 Cases** form.

We also ensure the following is implemented:

- **Employees who had a close contact are offered COVID-19 testing at no cost during their working hours, except for returned cases as defined in 3205(b)(11).**
- **The information on benefits described in Training and Instruction, and Exclusion of COVID-19 Cases, below, will be provided to these employees.**
- **Written notice within one business day of our knowledge of a COVID-19 case that people at the worksite may have been exposed to COVID-19. This notice will be provided to all employees (and their authorized representative), independent contractors and other employers on the premises at the same worksite as the COVID-19 case during the infectious period. These notifications will meet the requirements of T8CCR section 3205(c)(3)(B) and Labor Code section 6409.6(a)(4); (a)(2); and (c).**
- **We consider a “close contact” that meets the definition in section 3205(b)(1), unless it is otherwise defined by CDPH; “infectious period” meets the definition in 3205(b)(9), unless it is otherwise defined by CDPH; and “worksite” meets the section 3205(b)(12) definition.]**

## System for Communicating

Our goal is to ensure that we have effective two-way communication with our employees, in a form they can readily understand, and that it includes the following information:

- Who employees should report COVID-19 symptoms, possible close contacts and hazards to, and how. **Employees should report COVID-19 symptoms and possible hazards to Human Resources.**
- That employees can report symptoms, possible close contacts and hazards without fear of reprisal.
- How employees with medical or other conditions that put them at increased risk of severe COVID-19 illness can request accommodations. **Employee with medical or other conditions that put them at increased risk of severe COVID-19 illness can request accommodations to HR@eliteacademic.com**
- Access to COVID-19 testing when testing is required. **In the event we are required to provide testing because of a workplace exposure or outbreak we will provide this at no cost to the employee during working hours, including when the testing is in response to CCR Title 8 section 3205.1, Multiple COVID-19 Infections and COVID-19 Outbreaks, as well as section 3205.2, Major COVID-19 Outbreaks.**
- The COVID-19 hazards employees (including other employers and individuals in contact with our workplace) may be exposed to, what is being done to control those hazards, and our COVID-19 policies and procedures. **Confidentiality requirements for COVID-19 cases will be implemented and all identifying information will be held in confidentiality.**

## Training and Instruction

We provide effective employee training and instruction that includes:

- Our COVID-19 policies and procedures to protect employees from COVID-19 hazards, and how to participate in the identification and evaluation of COVID-19 hazards.
- Information regarding COVID-19-related benefits (including mandated sick and vaccination leave) to which the employee may be entitled under applicable federal, state, or local laws.
- The fact that:
  - COVID-19 is an infectious disease that can be spread through the air.
  - COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth.
  - An infectious person may have no symptoms.
- The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing, face coverings, increased ventilation indoors, and respiratory protection decrease the spread of COVID-19 and are most effective when used in combination.
- The right of employees to request a respirator for voluntary use, as required by section 3205, without fear of retaliation, and our policies for providing the respirators. Employees voluntarily using respirators will be provided with effective training and instruction according to section 5144(c)(2) requirements, including:
  - How to properly wear them; and
  - How to perform a seal check according to the manufacturer's instructions each time a respirator is worn, and the fact that facial hair can interfere with a seal.
- The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.
- Proper use of face coverings and the fact that face coverings are not respiratory protective equipment. Since COVID-19 is an airborne disease, N95s and more protective respirators protect the users from airborne disease, while face coverings primarily protect people around the user.
- The conditions where face coverings must be worn at the workplace.
- That employees can request face coverings and can wear them at work regardless of vaccination status and without fear of retaliation.
- COVID-19 symptoms, and the importance of obtaining a COVID-19 test and not coming to work if the employee has COVID-19 symptoms.
- Information on our COVID-19 policies and how to access COVID-19 testing and vaccination, and the fact that vaccination is effective at preventing COVID-19, protecting against both transmission and serious illness or death.

**Appendix D: COVID-19 Training Roster** will be used to document this training.

## **Exclusion of COVID-19 Cases and Employees who had a Close Contact**

Where we have a COVID-19 case or close contact in our workplace, we limit transmission by:

- Ensuring that COVID-19 cases are excluded from the workplace until the return-to-work requirements in section 3205(c)(10) are met.
- Reviewing current CDPH guidance for persons who had close contacts, including any guidance regarding quarantine or other measures to reduce transmission.
- Developing, implementing, and maintaining effective policies to prevent transmission of COVID-19 by persons who had close contacts.
- For employees excluded from work, continuing, and maintaining employees' earnings, wages, seniority, and all other employees' rights and benefits. This will be accomplished by: **All guidance is provided within the Employee Handbook.**
- Providing employees at the time of exclusion with information on available benefits.

## **Reporting, Recordkeeping, and Access**

It is our policy to:

- Report information about COVID-19 cases and outbreaks at our workplace to the local health department whenever required by law, and provide any related information requested by the local health department.
- Maintain records of the steps taken to implement our written COVID-19 Prevention Program in accordance with section 3203(b).
- Make our written COVID-19 Prevention Program available at the workplace to employees, authorized employee representatives, and to representatives of Cal/OSHA immediately upon request.
- Use the **Appendix C: Investigating COVID-19 Cases** form to keep a record of and track all COVID-19 cases.

## **Return-to-Work Criteria**

We will meet the following return to work criteria for COVID-19 cases and employees excluded from work:

- **COVID-19 cases, regardless of vaccination status or previous infection and who do not develop symptoms or symptoms are resolving**, cannot return to work until we can demonstrate that all of the following criteria have been met:
  - At least five days have passed from the date that COVID-19 symptoms began or, if the person does not develop COVID-19 symptoms, from the date of first positive COVID-19 test;
  - At least 24 hours have passed since a fever of 100.4 degrees Fahrenheit or higher has resolved without the use of fever reducing medications; and
  - A negative COVID-19 test from a specimen collected on the fifth day or later is obtained; or, if unable to test or the employer chooses not to require a test, 10 days have passed from the date that COVID-19 symptoms began or, if the person does not develop COVID-19 symptoms, from the date of first positive COVID-19 test.
- **COVID-19 cases, regardless of vaccination status or previous infection, whose COVID-19 symptoms are not resolving**, may not return to work until:
  - At least 24 hours have passed since a fever of 100.4 degrees Fahrenheit or higher has resolved without the use of fever-reducing medication; and
  - 10 days have passed since the symptoms began.
- COVID-19 tests may be self-administered and self-read only if the following independent verification of the results can be provided **Method to be used will be a time-stamped photograph of the results emailed to Human Resources.**
- Regardless of vaccination status, previous infection, or lack of COVID-19 symptoms, a COVID-19 case shall wear a face covering in the workplace until 10 days have passed since the date that COVID-19 symptoms began or, if the person did not have COVID-19 symptoms, from the date of their first positive COVID-19 test.

- The return to work requirements for COVID-19 cases who do or do not develop symptoms apply regardless of whether an employee has previously been excluded or other precautions were taken in response to an employee's close contact or membership in an exposed group.
- If an order to isolate, quarantine, or exclude an employee is issued by a local or state health official, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted. **[Reference section 3205(c)(10)(E) and (F) for additional guidance.]**

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**Ms. Meghan Freeman, CEO**

**Date**



## Appendix B: COVID-19 Inspections

Date:

Name of person conducting the inspection:

Work location evaluated:

Exposure Controls	Status	Person Assigned to Correct	Date Corrected
<b>Engineering</b>			
Ventilation* (amount of fresh air and filtration maximized)			
Additional room air filtration*			
<b>[Add any additional controls your workplace is using]</b>			
<b>Administrative</b>			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
<b>[Add any additional controls your workplace is using]</b>			

Exposure Controls	Status	Person Assigned to Correct	Date Corrected
<b>[Add any additional controls your workplace is using]</b>			
PPE (not shared, available and being worn)			
Face coverings (where required; must be clean, undamaged, worn over nose/mouth)			
Gloves			
Face shields/goggles			
Respiratory protection			
<b>[Add any additional controls your workplace is using]</b>			

\*Identify and evaluate how to maximize ventilation with outdoor air; the highest level of filtration efficiency compatible with the existing ventilation system; and whether the use of portable or mounted HEPA filtration units, or other air cleaning systems, would reduce the risk of COVID-19 transmission. Review applicable orders and guidance from the State of California and local health departments related to COVID-19 hazards and prevention have been reviewed, including the [Cal/OSHA-CDPH Interim Guidance for Ventilation, Filtrations, and Air Quality in Indoor Environments](#) and information specific to your industry, location, and operations. We maximize the quantity of outside air provided to the extent feasible, except when the United States Environmental Protection Agency (EPA) Air Quality Index is greater than 100 for any pollutant or if opening windows or maximizing outdoor air by other means would cause a hazard to employees, for instance from excessive heat or cold.

## **Appendix C: Investigating COVID-19 Cases**

All personal identifying information of COVID-19 cases or persons with COVID-19 symptoms, and any employee required medical records will be kept confidential unless disclosure is required or permitted by law. Un-redacted information on COVID-19 cases will be provided to the local health department, CDPH, Cal/OSHA, the National Institute for Occupational Safety and Health (NIOSH) immediately upon request, and when required by law.

**Date:**

**Name of person conducting the investigation:**

**Name of COVID-19 case (employee or non-employee\*) and contact information:**

**Occupation (if non-employee\*, why they were in the workplace):**

\*If we are made aware of a non-employee COVID-19 case in our workplace

**Names of employees/representatives involved in the investigation:**

**Date investigation was initiated:**

**Locations where the COVID-19 case was present in the workplace during the infectious period, and activities being performed:**

**Date and time the COVID-19 case was last present and excluded from the workplace:**

**Date of the positive or negative test and/or diagnosis:**

**Date the case first had one or more COVID-19 symptoms, if any:**

**Information received regarding COVID-19 test results and onset of symptoms (attach documentation):**

Summary determination of who may have had a close contact with the COVID-19 case during the infectious period. Attach additional information, including:

- The names of those found to be in close contact.
- Their vaccination status.
- When testing was offered, including the results and the names of those that were exempt from testing and why they were exempt from testing.
- The names of those close contacts that were excluded per our **Exclusion of COVID-19 Cases and Employees who had a Close Contact** requirements.
- The names of those close contacts exempt from exclusion requirements and why they were exempt from exclusion.



Notice given (within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case) of the potential COVID-19 exposure to:

1. All employees who were on the premises at the same worksite as the COVID-19 case during the infectious period
2. Their authorized representatives (If applicable, the notice required by Labor Code section 6409.6(a) (2) and (c))

<b>Names of employees that were notified:</b>	<b>Names of their authorized representatives:</b>	<b>Date</b>

Independent contractors and other employers on the premises at the same worksite as the COVID-19 case during the infectious period.

<b>Names of individuals that were notified:</b>	<b>Date</b>

What were the workplace conditions that could have contributed to the risk of COVID-19 exposure?

What could be done to reduce exposure to COVID-19?

Was local health department notified? Date?

# Appendix D: COVID-19 Training Roster

Date:

Person that conducted the training:

Employee Name	Signature

## Appendix E: Optional Documentation of Employee COVID-19 Vaccination Status (**CONFIDENTIAL**)

Employee Name	Vaccinations Received <sup>1</sup>	Method of Documentation <sup>2</sup>

<sup>1</sup> List the vaccination brand and dates of initial and subsequent boosters.

<sup>2</sup> Acceptable options include:

- Employees provide proof of vaccination (vaccine card, image of vaccine card or health care document showing vaccination status) and employer maintains a copy.
- Employees provide proof of vaccination. The employer maintains a record of the employees who presented proof, but not the vaccine record itself.
- Employees self-attest to vaccination status and employer maintains a record of who self-attests.

# Additional Consideration #1

## Multiple COVID-19 Infections and COVID-19 Outbreaks

**[This addendum will need to be added to your CPP if three or more employee COVID-19 cases within an exposed group visited the workplace during their infectious period at any time during a 14-day period. Reference section 3205.1 for details.]**

This addendum will stay in effect until there are no new COVID-19 cases detected in the exposed group for a 14-day period.

### COVID-19 testing

We provide COVID-19 testing at no cost to all employees, during paid time, in our exposed group except for:

- Employees who were not present during the relevant 14-day period.
- Returned cases who did not develop COVID-19 symptoms after returning to work pursuant to our return to work criteria.

COVID-19 testing consists of the following:

- All employees in our exposed group are immediately tested regardless of their vaccination status and then again one week later. Negative COVID-19 test results of employees with COVID-19 exposure will not impact the duration of any quarantine, isolation, or exclusion period required by, or orders issued by, the local health department.
- After the first two COVID-19 tests, we continue to provide COVID-19 testing once a week of employees in the exposed group who remain at the workplace, or more frequently if recommended by the local health department, until there are no new COVID-19 cases detected in our workplace for a 14-day period.
- Employees who had close contacts shall have a negative COVID-19 test taken within three and five days after the close contact or shall be excluded and follow the return to work requirements of section 3205(c)(10) for COVID-19 cases.
- We make additional testing available when deemed necessary by Cal/OSHA or if recommended by the local health department.

We continue to comply with the applicable elements of our CPP, as well as the following:

1. Employees in the exposed group wear face coverings when indoors, or when outdoors and less than six feet apart (unless one of the face-covering exceptions indicated in our CPP apply).
2. We give notice to employees in the exposed group of their right to request a respirator for voluntary use.
3. We evaluate whether to implement physical distancing of at least six feet between persons, or where six feet of physical distancing is not feasible, as much distance between persons as feasible.

### COVID-19 investigation, review, and hazard correction

We immediately perform a review of potentially relevant COVID-19 policies, procedures, and controls and implement changes as needed to prevent further spread of COVID-19.

The investigation and review is documented and includes:

- Investigation of new or unabated COVID-19 hazards including:
  - Our leave policies and practices and whether employees are discouraged from remaining home when sick.
  - Our COVID-19 testing policies.
  - Insufficient outdoor air.
  - Insufficient air filtration.

- Lack of physical distancing.
- Updating the review:
  - Every thirty days that the outbreak continues.
  - In response to new information or to new or previously unrecognized COVID-19 hazards.
  - When otherwise necessary.
- Implementing changes to reduce the transmission of COVID-19 based on the investigation and review.  
We consider:
  - Moving indoor tasks outdoors or having them performed remotely.
  - Increasing outdoor air supply when work is done indoors.
  - Improving air filtration.
  - Increasing physical distancing as much as feasible.
  - Requiring respiratory protection in compliance with section 5144.

### **Buildings or structures with mechanical ventilation**

We will filter recirculated air with Minimum Efficiency Reporting Value (MERV) 13 or higher efficiency filters, if compatible with the ventilation system. If MERV-13 or higher filters are not compatible, we will use filters with the highest compatible filtering efficiency. We will also evaluate whether portable or mounted High Efficiency Particulate Air (HEPA) filtration units or other air cleaning systems would reduce the risk of transmission and, if so, implement their use to the degree feasible.

## Additional Consideration #2

### Major COVID-19 Outbreaks

**[This addendum will need to be added to your CPP should 20 or more employee COVID-19 cases in an exposed group visit your workplace during the infectious period within a 30-day period. Reference section 3205.2 for details.]**

This addendum will stay in effect until there are fewer than three COVID-19 cases detected in our exposed group for a 14-day period.

We continue to comply with the Multiple COVID-19 Infections and COVID-19 Outbreaks addendum, except that the COVID-19 testing, regardless of vaccination status, will be required of all employees in the exposed group twice a week, or more frequently if recommended by the local health department. Employees in the exposed group will be tested or excluded and follow the return to work requirements of section 3205(c)(10) for COVID-19 cases starting from the date that the outbreak begins.

In addition to complying with our CPP and Multiple COVID-19 Infections and COVID-19 Outbreaks addendum, we also:

- Provide employees in the exposed group with respirators for voluntary use in compliance with section 5144(c)(2) and determine the need for a respiratory protection program or changes to an existing respiratory protection program under section 5144 to address COVID-19 hazards.
- Separate by six feet (except where we can demonstrate that six feet of separation is not feasible and there is momentary exposure while persons are in movement) any employees in the exposed group who are not wearing respirators required by us and used in compliance with section 5144. When it is not feasible to maintain a distance of at least six feet, individuals are as far apart as feasible. **Various methods used, such as physical distancing that includes: telework or other remote work arrangements; reducing the number of persons in an area at one time, including visitors; visual cues such as signs and floor markings to indicate where employees and others should be located or their direction and path of travel; staggered arrival, departure, work, and break times; and adjusted work processes or procedures, such as reducing production speed, to allow greater distance between employees**
- Evaluate whether to halt some or all operations at the workplace until COVID-19 hazards have been corrected.
- Implement any other control measures deemed necessary by Cal/OSHA.

# MODEL INJURY AND ILLNESS PREVENTION PROGRAM FOR NON-HIGH HAZARD EMPLOYERS

Every California employer must establish, implement and maintain a written Injury and Illness Prevention (IIP) Program and a copy must be maintained at each workplace or at a central worksite if the employer has non-fixed worksites. The requirements for establishing, implementing and maintaining an effective written injury and illness prevention program are contained in Title 8 of the California Code of Regulations, Section 3203 (T8 CCR 3203) and consist of the following elements:

- Responsibility
- Compliance
- Communication
- Hazard Assessment
- Accident/Exposure Investigation
- Hazard Correction
- Training and Instruction
- Employee access to the IIP Program
- Recordkeeping

This model program has been prepared for use by employers in industries that have been determined by Cal/OSHA to be non-high hazard. You are not required to use this program. However, any employer in an industry which has been determined by Cal/OSHA as being non-high hazard who adopts, posts, and implements this model program in good faith is not subject to assessment of a civil penalty for a first violation of T8 CCR 3203.

Proper use of this model program requires the IIP Program administrator of your establishment to carefully review the requirements for each of the IIP Program elements found in this model program, fill in the appropriate blank spaces and check those items that are applicable to your workplace. The recordkeeping section requires that the IIP Program administrator select and implement the category appropriate for your establishment. Sample forms for hazard assessment and correction, accident/exposure investigation, and worker training and instruction are provided with this model program.

This model program must be maintained by the employer in order to be effective.

Read the Injury and Illness Prevention Program standard online:  
[www.dir.ca.gov/title8/3203.html](http://www.dir.ca.gov/title8/3203.html)



January 2021

# **INJURY AND ILLNESS PREVENTION PROGRAM (IIPP) for Elite Academic Academy - Lucerne**

## **RESPONSIBILITY**

The Injury and Illness Prevention Program (IIP Program) administrator, Ms. Meghan Freeman, has the authority and responsibility for implementing the provisions of this program for Elite Academic Academy - Lucerne.

All managers and supervisors are responsible for implementing and maintaining the IIP Program in their work areas and for answering worker questions about the IIP Program.

## **COMPLIANCE**

All workers, including managers and supervisors, are responsible for complying with safe and healthful work practices. Our system of ensuring that all workers comply with these practices include one or more of the following checked practices:

- Informing workers of the provisions of our IIP Program.
- Evaluating the safety performance of all workers.
- Recognizing employees who perform safe and healthful work practices.
- Providing training to workers whose safety performance is deficient.
- Disciplining workers for failure to comply with safe and healthful work practices.

## **COMMUNICATION**

All managers and supervisors are responsible for communicating with all workers about occupational safety and health in a form readily understandable by all workers. Our communication system encourages all workers to inform their managers and supervisors about workplace hazards without fear of reprisal.

Our communication system includes one or more of the following checked items:

- New worker orientation including a discussion of safety and health policies and procedures.
- Review of our IIP Program.
- Workplace safety and health training programs.
- Regularly scheduled safety meetings.



- Posted or distributed safety information.
- A system for workers to anonymously inform management about workplace hazards.
- Our establishment has less than ten workers and communicates with and instructs workers orally about general safe work practices and hazards unique to each worker's job assignment.

## HAZARD ASSESSMENT

Periodic inspections to identify and evaluate workplace hazards shall be performed by a competent observer in the following areas of our workplace:

Competent Observer	Area

Periodic inspections are performed according to the following schedule:

1. We will conduct inspections bi-annually.
2. When we initially establish our IIP Program.
3. When new substances, processes, procedures, or equipment that present potential new hazards are introduced into our workplace.
4. When new, previously unidentified hazards are recognized.
5. When occupational injuries and illnesses occur.
6. Whenever workplace conditions warrant an inspection.

## ACCIDENT/EXPOSURE INVESTIGATIONS

Procedures for investigating workplace accidents and hazardous substance exposures include:

1. Visiting the accident scene as soon as possible.
2. Interviewing injured workers and witnesses.
3. Examining the workplace for factors associated with the accident/exposure.
4. Determining the cause of the accident/exposure.
5. Taking corrective action to prevent the accident/exposure from reoccurring.
6. Recording the findings and corrective actions taken.

## HAZARD CORRECTION

Unsafe or unhealthy work conditions, practices or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures:

1. When observed or discovered.
2. When an imminent hazard exists that cannot be immediately abated without endangering employee(s) and/or property, we will remove all exposed workers from the area except those necessary to correct the existing condition. Workers necessary to correct the hazardous condition shall be provided with the necessary protection.

## **TRAINING AND INSTRUCTION**

All workers, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction is provided as follows:

1. When the IIP Program is first established.
2. To all new workers, except for construction workers who are provided training through a construction industry occupational safety and health program approved by Cal/OSHA.
3. To all workers given new job assignments for which training has not previously been provided.
4. Whenever new substances, processes, procedures, or equipment are introduced to the workplace and present a new hazard.
5. Whenever we are made aware of a new or previously unrecognized hazard.
6. To supervisors to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed.
7. To all workers with respect to hazards specific to each employee's job assignment.

General workplace safety and health practices include, but are not limited to, the following:

1. Implementation and maintenance of the IIP Program.
2. Emergency action and fire prevention plan.
3. Provisions for medical services and first aid, including emergency procedures.
4. Prevention of musculoskeletal disorders, including proper lifting techniques.
5. Proper housekeeping, such as keeping stairways and aisles clear, work areas neat and orderly, and promptly cleaning up spills.
6. Prohibiting horseplay, scuffling, or other acts that tend to adversely influence safety.
7. Proper storage to prevent stacking goods in an unstable manner and storing goods against doors, exits, fire extinguishing equipment and electrical panels.
8. Proper reporting of hazards and accidents to supervisors.
9. Hazard communication, including worker awareness of potential chemical hazards, and proper labeling of containers.
10. Proper storage and handling of toxic and hazardous substances, including prohibiting eating or storing food and beverages in areas where they can become contaminated.

## **EMPLOYEE ACCESS TO THE IIPP**

Our employees – or their designated representatives - have the right to examine and receive a copy of our IIPP. This will be accomplished by:

1. Provide access in a reasonable time, place, and manner, but in no event later than five (5) business days after the request for access is received from an employee or designated representative.
  - a. Whenever an employee or designated representative requests a copy of the Program, we will provide the requester an electronic copy of the Program.

We will also furnish a copy of this IIPP to all employees at the time of establishment or update.

Any copy provided to an employee or their designated representative need not include any of the records of the steps taken to implement and maintain the written IIP Program.

Where we have distinctly different and separate operations with distinctly separate and different IIPPs, we may limit access to the IIPP applicable to the employee requesting it.

An employee must provide written authorization in order to make someone their “designated representative.” A recognized or certified collective bargaining agent will be treated automatically as a designated representative for the purpose of access to the company IIPP. The written authorization must include the following information:

- The name and signature of the employee authorizing the designated representative.
- The date of the request.
- The name of the designated representative.
- The date upon which the written authorization will expire (if less than 1 year).

## RECORDKEEPING

We have checked one of the following categories as our recordkeeping policy.

- **Category 1.** Our establishment has twenty or more workers; has a workers' compensation modification rate of greater than 1.1 and is not on a designated low hazard industry list; or, is on a designated high hazard industry list. We have taken the following steps to implement and maintain our IIP Program:
  1. Records of hazard assessment inspections, including the person(s) or persons conducting the inspection, the unsafe conditions and work practices that have been identified and the action taken to correct the identified unsafe conditions and work practices, are recorded on a hazard assessment and correction form.
  2. Documentation of safety and health training for each worker, including the worker's name or other identifier, training dates, type(s) of training, and training providers are recorded on a worker training and instruction form. We also include the records relating to worker training provided by a construction industry occupational safety and health program approved by Cal/OSHA.

Inspection records and training documentation will be maintained according to the following checked schedule:

- For one year, except for training records of workers who have worked for less than one year which are provided to the worker upon termination of employment.
  - Since we have less than ten workers, including managers and supervisors, we only maintain inspection records until the hazard is corrected and only maintain a log of instructions to workers with respect to worker job assignments when they are first hired or assigned new duties.
- **Category 2.** Our establishment has fewer than twenty workers and is not on a designated high hazard industry list. We are also on a designated low hazard industry list or have a workers' compensation experience modification rate of 1.1 or less, and have taken the following steps to implement and maintain our IIP Program:
    1. Records of hazard assessment inspections.
    2. Documentation of safety and health training for each worker.

Inspection records and training documentation will be maintained according to the following checked schedule:

- For one year, except for training records of workers who have worked for less than one year, which are provided to the worker upon termination of employment.
- Since we have less than ten workers, including managers and supervisors, we maintain inspection records only until the hazard is corrected and only maintain a log of instructions to workers with respect to worker job assignments when they're first hired or assigned new duties.
- **Category 3.** We are a local governmental entity (any county, city, or district, and any public or quasi-public corporation or public agency therein) and we are not required to keep written records of the steps taken to implement and maintain our IIP Program.

# HAZARD ASSESSMENT AND CORRECTION RECORD

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Date of Inspection: \_\_\_\_\_ Person Conducting Inspection: \_\_\_\_\_

---

Unsafe Condition or Work Practice: \_\_\_\_\_

---

Corrective Action Taken: \_\_\_\_\_

---

Date of Inspection: \_\_\_\_\_ Person Conducting Inspection: \_\_\_\_\_

---

Unsafe Condition or Work Practice: \_\_\_\_\_

---

Corrective Action Taken: \_\_\_\_\_

---

Date of Inspection: \_\_\_\_\_ Person Conducting Inspection: \_\_\_\_\_

---

Unsafe Condition or Work Practice: \_\_\_\_\_

---

Corrective Action Taken: \_\_\_\_\_

# ACCIDENT/EXPOSURE INVESTIGATION REPORT

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Date & Time of Accident:

Location:

Accident Description:

---

Workers Involved:

---

The underlying cause(s) of the accident/exposure:

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Corrective Actions Taken:

Manager Responsible:

Date Completed:





• Toll-free Number: 1-800-963-9424 • Internet: [www.dir.ca.gov](http://www.dir.ca.gov)

## On-site Assistance Program Area Offices



**Voluntary Protection Program Oakland, CA 94612 (510) 622-1081**



**Quote**

Elite Academic Academy  
 Project: Math PD & Support  
 for 2022-23 School Year

Date: 5/26/2022  
 Contact: Laura Spencer  
 lspencer@eliteacademic.com

DESCRIPTION OF WORK	QTY	PRICE	SUB TOTAL
4 days of Math PD and/or Support for the '22/23 School Year <ul style="list-style-type: none"> <li>● Professional Development &amp; Planning</li> <li>● Model Lessons w/Students</li> <li>● Co-teaching with Middle/HS Math Teachers</li> <li>● Emphasis on:               <ul style="list-style-type: none"> <li>○ Engaging Virtual Strategies/Routines for Independent Study Model</li> <li>○ SEL, Building Community/Culture, Gamification, Thinking Classroom in a Virtual Setting</li> </ul> </li> </ul> Where: In-Person (TBD) & Virtual When: TBD	4 days	\$3000/day  (1 day = 6 hrs*)  Virtual Support can be	\$12,000
		<b>GRAND TOTAL</b>	<b>\$12,000</b>

**PAYMENT TERMS**

To be made payable to  
 Mathletic Performance, Inc.  
 EIN: 45-5372689  
 ID: C3462957

(559) 303-3463  
 Ed Campos Jr  
 edcamposjr@gmail.com

**ADDRESS**

Mathletic Performance, Inc.  
 1855 E Sandalwood. Tulare, CA 93274

APPROVED BY

NAME

FOR

DATE

Total Cost Split  
 Between Schools

LU= \$6000  
 ME=\$6000



**School Year 22-23 Quote**  
**PresenceLearning Therapy Essentials for**  
**Elite Academic Academy**

**PRICING AND SERVICES** *The pricing runs from July 1, 2022 through June 30, 2023.*

Services/Product	Quantity/User	Per User Fee	Subtotal
Teletherapy Essentials For Support Staff: Therapy Room only no access to assessments.	0	0	0
Teletherapy Essentials For SLP +Assessments	1	\$2200	\$2200
Teletherapy Essentials +Psychoeducational Assessments	1	\$3000	\$3000
Teletherapy Essentials + Academic Achievement	3	\$1600	\$4800
			<b>\$10,000.00</b>

**Total Cost Split  
Between Schools**

**LU= \$5,000  
ME= \$5,000**